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Current Topics.

In *Curia Parliamenti.*

THE MONEYLENDERS BILL introduced by Lord CARSON and now generally known by his name has been reported to the House of Lords on the conclusion of the report stage. The Bill, as introduced this Session, was exactly in the same form as the Bill which was read a third time in the House of Lords last December. Several amendments to it (most of which were proposed on behalf of the Home Office) have, however, been accepted in Committee. Thus the Bill is now amended so that no certificate required for the grant of a money-lender's Excise licence will be in force for more than one year from its date. This provision is similar to that contained in the Pawnbrokers Act. A proposal that the rate of interest should be 1 per cent. per week, and not 4 per cent. per month, was withdrawn.

Other Bills which have recently been advanced in the Lords are the Bankruptcy (Amendment) Bill—based upon the recommendations of the Committee which has gone into the question of bankruptcy; this has now been read a second time; and the Weights and Measures Bill, the object of which is to impose penalties for the use of certain instruments and means of measuring, such as petrol pumps, which are not at present governed by the statutory provisions relating to weights and measures.

In the House of Commons on Friday of last week Mr. GREAVES LORD's Criminal Justice Bill was read a second time. The object of this bill is to remedy the defect in our system referred to by the Lord Chief Justice in *R.* v. *Morriss*, *infra*, p. 426. This it proposes to do by giving judges in cases of repeated offences the option of inflicting penal servitude up to a fixed maximum period where at present the maximum penalty is two years' hard labour for each offence.

Intimation was given by the Prime Minister at question time on Tuesday that the Legitimacy Bill would shortly be introduced in the House of Lords.

On Tuesday of last week Mr. J. J. WITHERS took the oath and his seat in the House of Commons on his election as member for Cambridge University. The new member, who was elected unopposed, is the founder and head of the firm of WITHERS, BENSONS, CURRIE, WILLIAMS & CO., a well-known and esteemed firm of London solicitors. Mr. WITHERS has for many years rendered considerable service to his old University and has for some time been a Fellow of St. Catherine's College. By its choice of Mr. WITHERS as one of its representatives, Cambridge University has once more elected to entrust its Parliamentary fortunes into the care of a respected member of the legal profession. Incidentally it has also continued to declare for close alliance between law and education.

Food Council's Report.

THE FOOD Council has at last produced something to justify its existence. Hitherto its work has resembled that of a debating society or some such association which expresses opinions and asks for explanations, but gets nothing done. The next step after the production of this interesting report by the Council and the publication of its recommendations is that action shall immediately be taken by the Government to make them part of the law of the land. As we have already pointed out in a previous issue, except in the case of coal, bread and tea, there is no general legislative enactment to prevent the infamous practice of giving short weight and measure. This state of the law is made clear by the Council, whose first recommendation is that it should be made obligatory that where food is sold by weight or measure, the amount supplied to the purchaser should not be less in weight or in measure than the amount purported to be supplied. To prevent evasion of this obligation by sale of packets without regard to weight, the proposal is made that certain specified foodstuffs should be required to be retailed by net weight exclusively—lists of such foodstuffs to be increased or diminished by the Board of Trade by order to be laid before Parliament for a period of six weeks. It is recommended that the actual weight in such cases should be clearly and legibly marked on the outside of the package. To prevent traders from being made liable where deficiencies are the result of circumstances beyond their control, it is proposed that protection be allowed to retailers of foodstuffs already packed by warranty clauses similar to those in the schedule to the Sale of Tea Act, provided, however, that the warranty is given by a person resident in the United Kingdom. Power, it is suggested, should be given to prosecute dishonest employees as well as employers in certain cases; and increased powers, it is recommended, should be given to inspectors,

e.g., to weigh contents of packages on the premises of wholesalers. The main provisions of the proposed Act should, it is said, be made applicable to the wholesale trade, members of which would become liable to punishment for the proposed statutory offence of giving short weight. It is suggested that the administration of the new Act shall be in the hands of local authorities at present administering the Weights and Measures Acts. These proposals are extremely cautious, and are certainly, as the report points out, not impracticable. The need for legislation on some such lines as these cannot be too greatly emphasized. A bill embodying these proposals as a minimum is urgent enough to demand the immediate of the Legislature, notwithstanding the present congested state of Parliamentary business.

Construction of Life Insurance Policy.

MR. JUSTICE ASTBURY recently decided a point of some interest as to the liability of an insurance company under a policy of life insurance, where the assured had committed suicide: *Rowett Leakey & Co., Ltd.* v. *Scottish Provident Institution, Times*, 23rd inst. The plaintiff company in that case had, on the 6th May, 1924, effected with the defendants three policies of assurance on the life of its general manager, and each of these policies contained a clause to the effect that "The life assured shall not within six calendar months from the date of the policy commit suicide, but such suicide *shall not affect the interests of bonâ fide onerous holders.*" It appeared that at the date when these policies were effected, the general manager was indebted to the company in a sum largely in excess of the amount for which his life was then insured, and that these policies had been taken out by the company in order to protect itself. On the 1st October, 1924, before six months had expired from the date of the policies, the general manager was found dead, and Mr. Justice ASTBURY found, as a fact, that he had committed suicide. The question thereupon arose whether the defendant institution was liable on the policy, i.e., whether the company could be regarded as coming within the description of "*bonâ fide* onerous holders." Inasmuch as the contract in question was an English contract and, therefore, had to be construed according to English law, the learned judge pointed out that the above words, "*bonâ fide* onerous holders," were not only ambiguous, but entirely meaningless according to English legal phraseology, and as the plaintiff company had not proved that it was such a "*bonâ fide* onerous holder," the claim failed. One lesson to be drawn therefore from this decision is that in the case of English contracts to be construed according to English law, care should be taken in the selection of words and phrases, so as to express the intention of the parties in a manner which will be intelligible to English courts of law.

A Bankrupt's Previous Bounty.

THE RECENT claim of a trustee in bankruptcy to certain jewels and other valuables given by a bankrupt to a lady within two years of his adjudication was doubtless based on the principles laid down in *Re Tankard*, 1899, 2 Q.B. 57. In that case there were gifts of a leasehold, valuable chattels, and jewellery without valuable consideration, but without evidence or suggestion that there was any trust for the donor. The court held under s. 47 of the Act of 1883, now replaced by s. 42 of the Act of 1914, that the gifts were voluntary settlements within the section, and void against the trustee in bankruptcy—without prejudice, however, to any sale or disposition made by the donee in good faith and without notice of an act of bankruptcy. In the event of such sale or disposition the donee would have to account for the proceeds if still in hand, though apparently not if spent, see p. 60. The case was approved by the Court of Appeal in *Re Plummer*, 1900, 2 Q. B. 790. In effect the section of the Bankruptcy Act as applied in *Re Tankard, supra*, establishes the principle of "following the assets" in the hands of a person taking under a testator's bounty, and also that bankrupts, like testators, must be just before they are generous, and must not distribute gifts at the expense of their creditors. In fact the "fatal opulence" of bankrupts has been and still to some extent remains a scandal of our law, and the case of *Kevan* v. *Crawford*, 1877, 6 C.D., 29, before JESSEL, M.R., shows the extreme limit of a bankrupt's power to apply funds in hand in a family settlement in preference to his creditors. The bad faith of the bankrupt there was evidenced by false recitals of indebtedness to his wife, but the settlement was held good notwithstanding. The "consideration" of marriage is, of course, by our law absolutely what the parties choose to make it, and creditors must take risk accordingly.

Commorientes.

IN VIEW of the Probate action which has recently been engaging the attention of the Courts, and which arose out of the Croydon aeroplane disaster on Christmas Eve, 1924, it is interesting to note that the leading case on the question of survivorship among persons who perish in one and the same catastrophe, is the decision of the House of Lords in *Wing* v. *Angrave and Others*, 1860, 8 H.L. 183. There a husband and wife and their two children perished at sea, being all swept off the deck by one wave and all disappearing together, and it was held that there was no presumption that the husband had survived the wife or the wife the husband. The principles to be gathered from this decision of the House of Lords are that the onus of proof lies on the person asserting the affirmative; that there is no presumption of law arising from age or sex as to survivorship among persons whose death is caused by one and the same cause; that there is neither a presumption of law in similar circumstances that all died at the same time, and that the question is one of fact, depending wholly on evidence, and if the evidence does not establish the survivorship of any one, the law will treat it as a matter incapable of being determined. An alteration in the law, however, has been made by s. 107 (3), of the Law of Property Act, 1925, which provides "that in all cases, where, after the commencement of this Act (i.e., after 31st December, 1925), two or more persons have died in circumstances rendering it uncertain which of them have survived the other or others, such deaths shall (subject to any order of the Court) *for all purposes affecting the title to property*, be presumed to have occurred in order of seniority, and accordingly the younger shall be deemed to have survived the elder." It is to be noted that this provision only applies so far as any question of title to property is concerned, and therefore the effect of this section is to leave untouched in all other cases the old law as laid down in *Wing* v. *Angrave*. In fact, it may be urged that the only alteration which appears to be effected by the new law that in cases where the evidence does not establish the survivorship of any one, instead of the matter being treated as incapable of determination, the presumption will apply that the younger has survived the elder.

Cross-examination of Witnesses at Coroner's Inquest.

CONSIDERABLE attention has been paid in the lay press to a "scene" which recently occurred in the City Coroner's Court. The occasion was an inquest held by the City Coroner (Dr. F. J. WALDO) into a fire which occurred on certain City premises. The cause was an intimation given by Sir ALBION RICHARDSON, counsel for Lloyd's underwriters, that he intended to cross-examine certain witnesses, who were the assessors in the case, with a view to showing that the fire was the result of incendiarism. Sir EDWARD MARSHALL HALL, K.C., who appeared for the assessors, objected most strongly to this course being taken. Incidentally, he is reported to have pointed out that there is nothing in the Coroners' Act which allows counsel to cross-examine witnesses. This is so; but on the other hand, there is no doubt that it

has been the general practice of coroners to allow counsel or solicitors representing parties interested in an inquest to question witnesses, and even to cross-examine them. The *dicta* of Lord TENTERDEN, C.J., in *Garnett* v. *Ferrand*, 1827, 6 B. & C. 611, 627-628, seem to be accepted as sufficient authority for the legality of this procedure. It has, however, been found advisable to insert a special provision in the Factory Act, 1901 (s. 21 (2)), sanctioning the examination of witnesses in an inquest held upon any person whose death has been caused by accident in a factory or workshop.

The general position at present is undoubtedly vague and unsatisfactory. It appears desirable, if not absolutely essential, if a coroner's inquest is to serve any useful purpose at all in seeking for the true cause of a death or fire, that there should be some power of examining witnesses by or on behalf of parties interested. But at the same time this power of examination and cross-examination, if improperly used, may cause untold mischief. It should therefore be strictly defined, and, in our opinion, confined within narrower limits than the discretion of the coroner.

Costs: An Important Practice Point.

AN IMPORTANT point of practice with regard to costs was decided by the Court of Appeal in *Light* v. *West & Sons* (*ante*, p. 404). In an action in the High Court for wrongful dismissal, to which there was a counter-claim, judgment was given for the plaintiff with costs, but it was ordered that the amount of the damages should be ascertained by a reference in chambers. The counter-claim was dismissed with costs. On the reference being taken, the learned referee found the amount of damages to be £83. Application was subsequently made to the trial judge, who entered judgment for that amount and awarded costs on the High Court scale. The objection, however, was taken by the defendants that the judge had no power to make the subsequent order as to costs, that his original order was final, and that by reason of s. 11 of the County Courts Act, 1919, the plaintiff, having recovered less than £100, was only entitled to recover costs on the county court scale. Mr. Justice ROWLATT, the trial judge, held that he was entitled to deal with the question of the costs on the subsequent application on the ground that as his judgment involved further proceedings, there was an implied order giving liberty to apply. The Court of Appeal also came to the conclusion that the learned judge was not debarred from dealing with the question of costs on the subsequent application, but the court based their conclusion on different grounds, i.e., that s. 11 of the County Courts Act, 1919, did not become operative at all until the amount of the damages was found to be less than £100, and that the proviso to that section, which entitled the judge to give costs in his discretion on the High Court scale, had to be treated as being in operation at all stages of the proceedings.

In the rules themselves are to be found orders which are at the same time final and interlocutory, such, for example, as Ord. 36, r. 57, which provides that where it appears that the ascertainment of damages is substantially a matter of calculation, the court may direct that the amount for which final judgment is to be entered shall be ascertained by an officer of the court in the manner directed thereby; and Ord. 27, r. 6, provides that if a claim be for a liquidated amount and also for damages, or for detention of goods with or without a claim for damages, the plaintiff may on default of delivery of defence enter final judgment for the liquidated amount, and enter interlocutory judgment for the value of the goods and/or damages.

Death Gratuity of Teacher: Availability for Creditors.

A QUESTION of some importance was raised in *Re Hawkins: Hawkins* v. *Dew and Sons*, *Times*, the 10th inst., as to whether a death gratuity granted under s. 3 of the Teachers' Superannuation Act, 1918, to the personal representative of an intestate, who died insolvent, was available for his creditors. The payment of such a death gratuity is by virtue of s. 3 (1), within the discretion of the Board of Education, and by s. 7 (2) of the same Act it is provided that "every assignment of or charge on and every agreement to assign or charge any superannuation allowance or gratuity shall be void, and on the bankruptcy of a person entitled to any such allowance or gratuity, the allowance or gratuity shall not pass to any trustee or other person acting on behalf of the creditors, but this provision shall be without prejudice to any order of the court made under s. 51 of the Bankruptcy Act, 1914, or under any corresponding enactment in Scotland or Ireland." This section of the Bankruptcy Act, 1914, provides, *inter alia*, for the appropriation of the income or salary or pension of the bankrupt, and any compensation granted to him by the Treasury, in such manner as the court may think fit. Section 8 of the Teachers' Superannuation Act, 1918, further provides that "where any sum not exceeding £200 is payable under the Act in respect of a superannuation allowance or gratuity granted to a deceased teacher, or of a gratuity granted to the legal personal representatives of a deceased teacher, probate . . . may be dispensed with, and the sum may be paid or distributed to or among the persons appearing to the Board to be beneficially entitled . . ."

But s. 7 (2) of the Teachers' Superannuation Act, 1918, would appear to deal with gratuities which are paid to the teacher *during his lifetime*, and this is the view which Mr. Justice EVE took as to the meaning of the above provision. As regards s. 8 of the above Act, which however did not apply to the case in question, the learned judge pointed out that, at any rate, the first persons entitled in insolvency were the creditors, and that there could be no persons "beneficially entitled" until the creditors had first been paid.

Recovery of Cost of Maintenance from Pauper.

A CURIOUS case with regard to the liability of a pauper to refund to the guardians the cost of his maintenance was recently tried by Mr. Justice ROWLATT, *Guardians of St. Giles, Camberwell* v. *Lipscombe*, *Times*, the 16th inst. There the guardians sought to recover from an ex-pauper, who had since come into some money, £244 in respect of his maintenance as a pauper from April, 1920, until 1924. It is quite clear from the authorities that a person may be liable to the guardians for the cost of his maintenance by them as a pauper, and such cost constitutes a debt which might be recovered. Inasmuch as this liability is in the nature of a debt, it is recoverable by the guardians within six years. Reference on this point may be made to *Guardians of Birkenhead Union* v. *Brookes*, 95 L.T.R. 359, where it was held that the liability of the pauper to repay the guardians depended "not upon any supposed or implied contract, but upon the obligation imposed upon the pauper at common law to refund to the guardians the amount expended by them in his maintenance, if he has sufficient funds to enable him to do so," and that this common law right of the guardians to recover six years' arrears of maintenance was not cut down or affected in any way by s. 10 of the Poor Law Amendment Act, 1849, which gives the guardians special means of recovering arrears of maintenance from the pauper within twelve months. And it should be noted that other methods of recovering maintenance are available to the guardians, *cf.* Halsbury, Vol. 22, p. 570.

In *Lipscombe's Case*, *supra*, it was urged on behalf of the pauper that any liability of his for maintenance had been wiped out by the work the pauper had done, the pauper having been engaged in employment of a whole-time character. It appeared that the pauper was employed in the bake-house as a labourer, where he was often working from five in the morning till five in the evening, and that he was actually offered £2 a week as a servant of the institution, which offer, however, he declined, preferring to stay on as a pauper, since he could discharge himself during such week-ends as he liked. Mr. Justice ROWLATT, however, held that in the circumstances no account could be taken of the work that the pauper had done, and that he was accordingly liable for the whole amount claimed.

An Old Preface.

We trust that the following remarks will be found not uninteresting by readers of The Solicitors' Journal at a time when new and newly-edited collections of precedents are making their appearance weekly, if not daily. The quotation is taken from an old precedent book of 1677—a date when modern conveyancing was in its extreme youth, having passed through a period of careful nurture at the hands of its father, the great Sir Orlando Bridgman, counsel, conveyancer, Chief Baron of the Exchequer, Chief Justice of the Common Pleas and finally Lord Keeper of the Great Seal.

"To the Reader.

How much the well-penning and due executing of Common-Assurances, doth conduce to the happiness and quiet of the People of this Nation, is not unknown to the Practicers of the Law, and indeed to all Men: And because the drawing of Settlements of Estates, Joyntures, Deeds of Purchase, and other Instruments, are oftentimes committed to Attorneys and Counsellor's clerks, who (though very able) do oftentimes meet with difficult and unusual kinds of Conveyances and Instruments. Great pains hath been taken in the collecting of many chief Draughts of Conveyances, Assurances, and Instruments of all sorts; some of which, going only under the general Name or Title of Settlements, will require his labour, that will seriously peruse the same; they being fully fraught with all manner of Limitations of Uses, Conditions, Powers, Provisoes, and other extraordinary Clauses, used in great Settlements; and indeed, are the most considerable and weighty Matters in the Book. And you have here not only a Fourth Edition of the Book, called the Compleat Clerk, much corrected and reformed; but also many Instruments thereunto added to each Title, not in the former Impressions: As also, Bills, Pleas, Demurrers, and Proceedings in Chancery; and Captions of Fines of all Sorts, Warrants of Attorney, to appear for the Tenants, and Vouchers in Recoveries, and the Entries of Recoveries upon Records, with all Writs and Proceedings thereupon. As also, many Instruments used in the Civil Law, and touching Ecclesiastical Matters and Persons: So that all such as are employed to draw Conveyances and Instruments, may herein be ready furnished either with an apt President, or fit Matter for the doing thereof."

Assignment of Property

By Husband Affecting Wife's Right to Maintenance.

Mr. Justice Hill was recently called upon to decide a point of great importance and interest with reference to an order for permanent maintenance, *Jagger* v. *Jagger*, *Times*, 19th inst.

The material facts were shortly as follows: In November, 1924, the petitioner had been granted a decree absolute for the dissolution of her marriage with the respondent, there being one child of the marriage, and in December of that year the wife presented a petition for permanent maintenance. In July, 1925, an interim order was made for payment of maintenance at the rate of £300 per annum for the wife and child, and an order was made for discovery, the husband filing his affidavit of documents within eight days of the order. It appeared that the husband had no capital, except a small quantity of furniture, but that he was expecting to receive several thousands of pounds, which had accrued due and were to accrue due under contracts for the erection of war memorials. On the 23rd July, 1925, however, the husband, who was about to marry, assigned the benefit of these contracts, and the furniture, in consideration of his intended marriage. Subsequently, in November, 1925, the registrar made an order for payment of £550 per annum for the wife, and £100 for the child, and he further ordered the husband to secure another £150 per annum. On motion, the point was taken that the learned registrar had no power to make the order as to security, since the husband had no capital out of which to secure the sum in question, the benefit arising under the above-mentioned contracts having been, previously to the making of the order, assigned to trustees for valuable consideration. and the further question thereupon arose, whether the court had power to set aside the assignment.

Now, from the authorities, it would appear that the court has power to restrain the husband by injunction from parting with his property in order to defeat a wife's claim to alimony or maintenance, and as Mr. Justice Hill pointed out, such an injunction might have been granted had an application been made in time, before the benefit accruing to the husband under the above contracts had in fact been assigned.

Reference should be made, however, to *Brown* v. *Brown*, 2 Hagg. Eccl. 5, where it was held that an assignment, apparently fraudulent and colourable, by a husband of his property, after the commencement of a suit by the wife for dissolution, would not affect her title to alimony *pendente lite*, but this case is distinguishable on the ground that the assignment was not only voluntary, but was held by the court to be in fraud of the wife, whereas, in *Jagger* v. *Jagger*, the assignment was for valuable consideration, and did not show an intention to defeat the wife altogether, since £1,500 was set aside therein for fulfilment of the husband's obligation to the wife during the ensuing three years.

Mr. Justice Hill accordingly held that the assignment could not be set aside and that therefore the registrar's order had to be varied by omission therefrom of the order for security. The learned judge, however, pointed out that his decision was not intended to apply to a case where the assignment was voluntary, or was expressed to be for a consideration, which proved to be a sham.

Divorce and Domicile.

The recent decision of the Privy Council in *The Attorney-General of Alberta* v. *Cook*, *Times*, 23rd inst., is both highly interesting and extremely important. It lays down a new point of law, and this it does in remarkably general terms.

Judgment was given allowing an appeal against a decision of the Supreme Court of Canada granting a decree of divorce in an undefended suit brought by Mrs. R. E. Cook, the respondent in the appeal. After living in the United States for some time the respondent and her husband removed to Calgary (Alberta), where Mrs. Cook remained from 1918 until she obtained a divorce last year. In the meantime her husband had left Alberta, and had presumably gone to a logging camp in British Columbia, and had not been heard of since. The Attorney-General of Alberta contended in this appeal that the domicile of the respondent was that of her husband, that the parties were never domiciled in Alberta, and that the fact that both were domiciled within the area of the Dominion of Canada did not confer on the court of a Province of Canada, in which the parties were not domiciled, jurisdiction to dissolve their marriage. For the respondent it was argued that a wife judicially separated from her husband (as was Mrs. Cook) before the divorce decree, could acquire a domicile other than that of her husband.

Their lordships held that under British law one of the effects of marriage was to give to the spouse a common domicile, namely that of her husband, and this unity of domicile based upon a unity of legal personality continues until the marriage is dissolved *a vinculo*. A divorce *a mensa et thoro* did not enable a wife to acquire a domicile separate from that of her husband; nor have ss. 25 and 26 of the Matrimonial Causes Act, 1857, enlarged the effect of a decree of divorce *a mensa et thoro*. Further, in so far as British tribunals were concerned, it was a requisite, according to Lord Merrivale, who

gave the judgment of the court, of the jurisdiction to dissolve marriage, that the defendant in the suit should be domiciled within the jurisdiction. The husband in this case was not domiciled in Alberta. Hence their lordships recommended that the appeal of the Attorney-General should succeed.

Having regard to the facts of the case, no objection can be made to their lordships' enunciation of the principle that the defendant spouse must be domiciled within the jurisdiction of the court decreeing the divorce—at least, at the date when the proceedings were begun. But it can hardly be said that this is a necessary requisite before our courts will *ever* decree divorce.

In view of the decisions in *Stathatos* v. *Stathatos*, 1913, P. 46; 29 T.L.R. 51, and *De Montaigne* v. *De Montaigne*, 1913, P. 154, it appears that if a marriage celebrated here is declared void by the court of the husband's domicile abroad for reasons not in harmony with the rules of private international law, and the wife is unable to get a divorce in such court, but is resident here and her domicile of origin [ante-nuptial domicile ?] was English, then our courts have jurisdiction to dissolve the marriage.

There appears to be yet a third set of circumstances in which our courts will exercise jurisdiction in divorce. In *Armytage* v. *Armytage*, 1898, P. 178, at p. 185, BARNES, J., said: "The court does not now pronounce a decree of dissolution where the parties are not domiciled in this country, *except in favour of a wife deserted by her husband*, or whose husband has so conducted himself towards her that she is justified in living apart from him, and who, up to the time when she was deserted or began so to be, was domiciled with her husband in this country, in which case, without necessarily resorting to the American doctrine that in such circumstances a wife may acquire a domicile of her own in the country of the matrimonial home, it is considered that, in order to meet the injustice which might be done by compelling a wife to follow her husband from country to country, he cannot be allowed to assert for the purposes of the suit that he has ceased to be domiciled in this country." The "American doctrine" referred to by BARNES, J., is that exemplified by the decision in *Bonati* v. *Welsch*, 1861, 24 New York Ct. of App., 157, where it was held that the husband having deserted the wife, her domicile remained unchanged. "D."

The Status of Enemy Merchantmen at the Outbreak of War.

THE recent denunciation, by the British Government, of the Sixth Hague Convention, communicated as it was to the Signatory Powers within a few weeks after the ratification of the Locarno Pact, is, on the face of it, liable to give rise to misunderstandings. That it should have been thought necessary to denounce, at this juncture, a Convention destined primarily to protect the interests of international commerce against certain hardships otherwise automatically connected with the outbreak of war, might be regarded as inopportune. Yet the measure has been described as a "wise" and as a "timely" one, and no ulterior motive can possibly be attributed to the Foreign Office in having taken this action. It is stated in the circular note addressed to the British representatives abroad on the subject of denunciation that "the purpose of the Convention appears totally to have failed of achievement." More cogent considerations can, however, be adduced in explanation of this action of the Foreign Office. It may, therefore, be of advantage to examine not only the legal position produced by the denunciation, but also some facts underlying this important change in a set of conventional rules relating to enemy private property on sea.

The Sixth Hague Convention of 1907 "relative to the Status of Enemy Merchantships at the Outbreak of Hostilities" provided, in Art. 1, that when a merchantship belonging to one of the belligerents is found, at the commencement of hostilities, in an enemy port, or when it has entered the enemy port in ignorance of hostilities, it is desirable that it should be allowed to depart freely, either immediately or after a reasonable period of grace, and to proceed, after being furnished with a pass, straight to its port of destination or to some other port indicated. While Art. 1 was optional in form, the belligerent being under no legal obligation to allow the departure of a merchantship, Art. 2 provided that merchant vessels which, owing either to the prohibition of the belligerent or to *force majeure*, had remained in the port, may not be confiscated, but only retained, subject to the obligation to restore them after the war, or only be requisitioned on payment of compensation. Art. 3 applied essentially the same provisions to merchant ships which had left their last port of departure before the commencement of the war and were encountered on the high seas. Art. 4 prescribed, *mutatis mutandis*, similar treatment for cargoes on such vessels. Art. 5 rendered the convention inapplicable to merchant vessels whose construction indicated that they were intended to be converted into vessels of war.

This Convention, which was the result of much discussion and controversy, was undoubtedly rather a clumsy compromise. It was a progressive measure in so far as it prohibited confiscation. It constituted a step backwards in so far as it made the granting of days of grace dependent upon the discretion of the belligerent. For although it had been, until 1853, an invariable rule that enemy ships or cargoes, public or private, were seized and confiscated at the outbreak of war (cases being by no means infrequent where, when war was impending, embargo was laid on private enemy vessels in order to confiscate them at the beginning of war), quite a different practice grew up after that date. The Turkish declaration of war against Russia, on 4th October, 1853, was accompanied by an announcement that the Turkish Government would allow the Russian vessels to depart freely within a fixed period; the Russian Government, in response, granted the same permission to Turkish vessels. This example was followed by all the belligerents in 1854 at the outbreak of the Crimean War and, as a rule, in other wars in the course of the next fifty years. The custom of granting days of grace was thus hardening into a solid customary rule when the Sixth Convention suddenly checked this development. Governments were too eager to learn the lesson, and in the wars subsequent to the Second Hague Conference the practice of granting days of grace was by no means universal.

It is not possible to give here a detailed account of the attitude of the belligerent powers in the course of the World War. Although they were at pains to demonstrate their strict adherence to the letter of the Convention, vessels were, generally speaking, detained and requisitioned. Only very few countries resorted to confiscation. Days of grace were accorded, in principle, by nearly all belligerents on the basis of reciprocity, but the practical reciprocal arrangements fell through, in the majority of cases, from one reason or another. The practice of our own country did not favour confiscation, and the very remarkable judgment of the Privy Council in the cases of *The Blonde*, *The Prosper* and *The Hercules* [1922], 1 A.C. 313, after having rejected the attempts at explaining away, on the ground of nice technicalities, some of its important provisions, affirmed the binding force of the Convention. The United States expressly disclaimed any intention of confiscation, although the temptation was in this case particularly great owing to the fact that the value of German ships in American harbours was estimated at no less than 100,000,000 dollars. The Congress, in a rather ambiguous resolution, authorized the Executive "to take over to the United States the possession and the title" of the vessels, but the President declared in a subsequent public announcement that "the Government of the United States will in no circumstance take advantage of a state of war to take possession of property

to which international understandings and the recognized law of the land give it no just claim or title."

Now it will be observed that the centre of gravity of the Convention lay not in the freedom of departure of vessels mentioned in the three first articles, but in the prohibition of confiscation. There are vessels whose very construction shows that they are designed for conversion into men-of-war; there are private yachts which may be adapted for similar use; there are other ships which by reason of high speed or large tonnage may easily be used as colliers, transport vessels and repairing vessels. To release such ships would be identical with utter disregard of the belligerent's own needs. Circumstances of naval warfare have changed since 1853, and the guarded language of the Sixth Convention was no more than the natural result of a right appreciation of this fact. The only way to protect the rights of private property and of the necessities of international commerce was to insert an absolutely binding provision prohibiting confiscation or imposing the duty of reimbursement of the owners in case the detained vessel was either appropriated or destroyed. It was a mistake on the part of the authors of the Convention that they did not limit themselves to this point, and that they accepted a rule which by its almost flippant inconclusiveness was bound to do more harm than good. A legal rule which should be observed only when it is deemed desirable is mischievous, and the more rarely such imperfect obligations are found among rules of international law the better. From this point of view the action of the British Government in denouncing the Convention should commend itself to international lawyers.

In addition, two other facts must be taken into consideration. First, the general use of wireless communication renders it highly improbable that a vessel will in future be taken by surprise on a sudden outbreak of hostilities; secondly, Art. 12 of the Covenant of the League of Nations has practically reduced to a minimum the scope of the possible application of the Convention. In the new international order as envisaged by the Covenant no sudden wars in the accepted meaning are possible. All disputes must be submitted either to arbitration or to conciliation by the Council, and the members of the League are under the obligation not to resort to war until three months after the award by the arbitrators or the report by the Council. There should, therefore, be plenty of time to take the necessary steps in order to ensure the safety of the commercial fleet. It may be said that—to use a common expression—the Covenant has knocked the bottom out of the Sixth Convention, and that the British Government has, by its recent action, done nothing more than to draw the necessary conclusions from the Covenant, which certainly would be a good reason for applauding that action.

But it must not be forgotten that not all States are members of the League; that there is a theoretical possibility of the machinery of the Covenant refusing to work; that there is a possibility of the League having to apply war-like sanctions against a recalcitrant State; that, finally, the argument drawn from the general application of wireless may in certain cases become quite irrelevant (consider, for instance, the position of the German commercial fleet in the ports of the United States in the course of the World War). With regard to all these cases, hypothetical as they are, there is, as from January, 1927, nothing in strict law to prevent Great Britain from exercising the right of confiscation of all kinds of vessels with which the Sixth Convention is concerned. On the other hand, nothing prevents her from concluding a new Convention or from making a public announcement to the effect that, while reserving for herself the full right of requisition, she will pay due regard to the private rights of the owners of such merchant ship, and that the denunciation must not be interpreted as implying the determination of this country to return to the practice of indiscriminate confiscation. "L."

Landlord and Tenant Notebook.

Several interesting questions under the Rent Acts are raised by a correspondent in the issue of THE SOLICITORS' JOURNAL for the 20th inst. (*ante*, pp. 400, 401).

The points, with which I intend to deal, are shortly these: (1) What are the principles to be applied in determining the standard rent? And (2) What effect must be given to s. 12 (7) of the Rent Act, 1920?

Although the definition of standard rent in the Act appears to be quite plain and straightforward, there have nevertheless been a number of decisions which have to be taken into consideration. Section 12 (1) (*a*) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, defines "standard rent" as "the rent at which the dwelling-house was let on the 3rd August, 1914, or where the dwelling-house was not let on that date, the rent at which it was last let before that date, or in the case of a dwelling-house which was first let after the said 3rd day of August, the rent at which it was first let: Provided that in the case of any dwelling-house let at a progressive rent payable under a tenancy agreement or lease, the maximum rent payable under such tenancy agreement or lease shall be the standard rent; and where at the date by reference to which the standard rent is calculated, the rent was less than the rateable value, the rateable value at that date shall be the standard rent."

It is sometimes a matter of difficulty to determine which of the three alternative dates mentioned above must be considered in order to arrive at the standard rent and further, where there are a number of co-existing tenancies in the same premises, which of those tenancies will be the material tenancy for determining the standard rent.

The first difficulty may be illustrated by such cases, as for example, where the premises are let furnished on 3rd August, 1914, or where perhaps they are let at a rent which includes payments in respect of board, attendance or use of furniture, and the rentals paid under such tenancies cannot obviously be considered. In such cases, if there is any other co-existing tenancy which otherwise is within the Acts, the rent payable under such a tenancy, it is submitted, must be considered for the purpose of determining the standard rent. Thus, for example, if A has, in 1912, let premises unfurnished to B at a rent of £30, for seven years, and B has sub-let them to C *furnished*, C, being the occupying tenant on the 3rd August, 1914, the rent payable under the tenancy to B, and not of course under the sub-tenancy by B to C, will be the material one.

If, however, in such a case the sub-tenancy by B to C was within the Acts, and the rent payable thereunder was, e.g., £50, £50, and not £30, would be the standard rent, because you must wherever possible take into consideration *the rent paid by the occupying tenant*. Reference on this point may be made to *Glossop* v. *Ashley*, 1922, 1 K.B. 1. There A had let a public-house to B at a rent of £130, B had sub-let to C at a tied-house rent of £24, and C was in occupation on the 3rd August, 1914. It was held that the standard rent was £24 and not £130. In his judgment (*ib.*, at p. 7), Bankes, L.J., said "In deciding this case, I wish to say as little as possible by way of a general rule; but this much I do say, the statute was passed in the interests of tenants with the object of preventing a general rise in rents of small tenements and of protecting tenants in occupation. Accordingly when occasion arises for ascertaining the standard rent, it may be assumed that the Legislature had more regard to the rent paid by the tenant than to the rent claimed by the landlord; and when the question arises between a landlord and a sitting tenant who was in occupation on 3rd August, 1914, the standard rent is the rent which that tenant was paying at that date, because he is the person whom the Legislature was intending to protect when it fixed the standard rent.

The next proposition to which attention must be called is that in determining the standard rent the actual rent payable must be considered, irrespectively of the incidence of the rates

or of such matters as the benefits and amenities granted to or withheld from the tenant, in fixing the amount of the rent. *Westminster and General Properties and Investment Co. Ltd.* v. *Simmons*, 1919, W.N. 241, may be cited as an authority for the rule that the incidence of the rates is immaterial. There, it will be remembered, the lessor paid the rates and the tenant sought, though without success, to fix the standard rent by deducting from the rent payable by him under the lease the amount of the rates, for which the lessor was liable.

But perhaps the best case which illustrates the above proposition in its general form is *Brakspear* v. *Barton*, 1924, 2 K.B. 88, a case to which I shall have occasion to refer when considering the effect of s. 12 (7) of the Rent Act, 1920. There the defendant had become tenant to the plaintiffs in 1910 of certain licensed premises, of the rateable value of £68, at a tied-house rent of £75 (in respect of the purchase of beer, wines and spirits). When this lease expired the defendant continued in possession, receiving, however, a discount of 10 per cent. in respect of the beer, etc., purchased by him from his lessors, and paying £20 per annum for use and occupation, and this was the state of things in August, 1914. In September, 1914, the defendant obtained a lease from the plaintiffs for three years, and in 1917 a further lease was granted. Ultimately, in 1920, a further lease was granted for seven years from March, 1920, at a rent of £120. This lease contained a tie clause, but under this clause the tenant was not entitled to the 10 per cent. discount he was previously getting. In a considered judgment McCardie, J., held that the tie clause had to be completely disregarded for the purposes of the Rent Acts and *a fortiori* for the purpose of determining the standard rent. In his judgment (*ib.*, at pp. 102, 103), Mr. Justice McCardie said: "These difficulties with regard to hotels and public-houses tend to show that the original Rent Restrictions Acts were never meant to apply to such buildings at all . . . First, I think that it is now settled law that the 'tie' must be disregarded for the purposes of the Rent Restrictions Acts. This seems to flow from such decisions as *Westminster and General Properties and Investment Co. Ltd.* v. *Simmons*, *supra*, etc. If then the tie must be disregarded, it would seem to follow that the discount for goods supplied under the tie must also be disregarded."

A Conveyancer's Diary.

Meaning of Apportionment in the L.P.A., 1925.

There appears to be a considerable difference of opinion as to the meaning of the expression "apportionment" as used with reference to "rent" in s. 89 (6) of the L.P.A., 1925. This subsection declares that the provisions relating to the realisation of mortgages of leaseholds, and, in particular, the provision enabling the mortgagee to sell the leasehold reversion, are not to apply where the mortgage term does not comprise the whole of the land included in the leasehold reversion unless the rent payable in respect of that reversion has been apportioned as respects the land affected . . . and unless the lessee's covenants and conditions have been apportioned, either expressly or by implication.

It is clear that the expression "apportioned" as applied to rent can be, and often is, used to denote both legal and equitable apportionment. As a Burnley correspondent points out in our columns, *infra*, it is a matter of very great practical importance whether or not the expression includes equitable as well as legal apportionment. There are large areas in which the leasehold system prevails and legal apportionment is virtually unknown. If the expression "apportionment" is construed as meaning legal apportionment, a mortgagee of leaseholds in the areas to which we have referred will be at some disadvantage, for he will not be able (apart from a power to that effect contained in the mortgage deed) to sell clear of the leasehold reversion, which will, therefore, remain outstanding in the mortgagor.

The view has, in effect, been put forward that the expression is used in s. 89 (6) to denote "apportioned with the consent of the lessor," i.e., a form of legal apportionment: see Sir Benjamin Cherry's Lectures (Book Form), p. 139, questions 27-30; see also "Prideaux," 22nd ed., Vol. I, p. 540, note (*n*). Two weighty arguments can be adduced in support of this view:—

(i) The oldest and technically proper meaning is "legal apportionment": see Co. Litt. 148a. And the rule is that when technical expressions are used they are to be construed in the proper technical manner unless the context requires the contrary.

(ii) An equitable apportionment made without the consent of the lessor does not affect the rights of the lessor. Hence such equitable apportionment does not have the full effect that an apportionment at law has; and therefore, strictly speaking, equitable apportionment is no apportionment at all.

It may be observed that s. 15 of Lord Cranworth's Act, 1860, which is restored and extended by s. 89 of the L.P.A., 1925, does not give us any assistance as the provision as to apportionment contained in s. 89 (6) is new.

There are, as our correspondent has pointed out, strong reasons why the court, if and when called upon, should construe the expression in question as equivalent to apportionment in its widest sense. Thus:—

(1) It is frequently used in practice to include both legal and equitable apportionment.

(2) It may be argued from the use of the expression (as qualified, however, by the words "without the consent of the owner" in both ss. 190 (1) (3) and s. 77 (1) (*d*)) that the L.P.A., 1925, recognizes that equitable apportionment is an apportionment.

(3) Finally, whenever the expression "apportionment" is used to denote either legal apportionment to the exclusion of equitable apportionment, or *vice versa*, a qualifying epithet, such as with (or without) the consent of the owner, is employed. Hence the presumption would be that the expression, when used without qualification, should be construed in s. 89 (6) to include either an apportionment at law or one in equity, and this might well be taken as showing that the expression was not employed in s. 89 (6) in its strictly technical meaning.

The matter, as will be seen, is not by any means free from doubt. The view to which we are inclined is that put forth by our correspondent, namely, in favour of the wider construction. An explanatory reference contained in an amending Act would clear up a very doubtful and an important point.

***Re* Clayton's Settled Estates, 70 Sol. J. 426.**

A case of considerable interest, being the first to be decided under the new S.L.A., was heard by Mr. Justice Russell, on the 3rd and 4th inst. The questions raised on the facts were briefly (1) Whether upon the execution of a principal vesting deed of settled land the whole of the land subject to such settlement should be comprised therein or whether it could be comprised in different principal vesting deeds; and (2) Whether any principal or other vesting deed was required to be made in respect of capital money. The first question had been asked as a "Point in Practice" in the columns of THE SOLICITORS' JOURNAL (Question 106, p. 319, *supra*), and, as will be seen from the reply there given and from the report of *Clayton's Case*, *infra*, the same conclusions were reached, and along the same general lines, in both instances.

It may now be laid down as a proposition of law that in the case of a settlement subsisting at the commencement of the L.P.A., 1925, it is not necessary that the whole of the settled land should be comprised in one single vesting deed. On the second point it was decided that the S.L.A., 1925, only contemplates a vesting deed with regard to land and that capital money is not land within the meaning of the Act.

LAW OF PROPERTY ACTS.

Points in Practice.

In this column questions from Annual Subscribers are invited and will be answered by an eminent Conveyancer. All questions should be addressed to—The Assistant Editor and Manager, "The Solicitors' Journal," 94-97, Fetter Lane, E.C.4. The name and address of the Subscriber must accompany all communications, which should be typewritten (or written) on one side of the paper only, and be in triplicate.

SETTLEMENT OF PERSONALTY—APPOINTMENT OF NEW TRUSTEE.

167. *Q.* X made a marriage settlement of certain life policies in 1890. He died in 1925 and at the time of his death certain substituted policies were within the trusts of the settlement. One of the trustees of the settlement was dead, but the other survives. X's wife has power under the settlement to nominate new trustees. It is now desired to appoint a new trustee. Is anything requisite besides an appointment by the wife of such new trustee?

A. No. The only change in the law since 1925 affecting the question is that, under s. 36 (1) of the T.A., 1925, X's wife can appoint herself trustee if she pleases.

COVENANT TO FENCE—REGISTRATION.

168. *Q.* A sells to B a plot of land on condition that B agrees to fence on the eastern side thereof. Is this a covenant requiring registration under the L.C.A., 1925?

A. This covenant, requiring money to be spent, will run with the land neither at law nor in equity (*Austerberry* v. *Oldham Corporation*, 1885, 29 C.D. 750), and is not registrable, for it does not bind a purchaser, even with notice. See also answer to *Q.* 150, p. 380, *supra*.

LEASE WITH OPTION TO PURCHASE—WHETHER "ESTATE CONTRACT."

169. *Q.* A and B enter into an agreement for a lease of a house and shop for three years with option of renewing on six months' notice in writing being given by the tenant. The tenant also has the option to purchase during the term at a fixed price. Must this agreement be registered under the L.C.A., 1925?

A. Yes, as an estate contract under s. 10, class D (iv), of the L.C.A., 1925, if the option to purchase is to bind a purchaser from the lessor: see L.C.A., 1925, s. 13 (2), L.P.A., 1925, s. 199 (1) (i). The lease and extension of lease, if at best rent, are valid within s. 54 (2).

UNDIVIDED SHARES—POWER TO MORTGAGE.

170. *Q.* On the 31st December, 1925, real estate was vested beneficially and without any trust in A and B as joint tenants in fee simple. Under the provisions of the Law of Property Act, 1925, they now presumably hold as joint tenants on trust for sale. Have they power to mortgage this property? If so under what section of the Act?

A. This is a recurrent question. See Nos. 37, p. 122, and 133, 142, pp. 359-361. See also "A Conveyancer's Diary," p. 378, *supra*. The precedents indicated in the answers to those questions are "Enc. F. & P." Vol. X, Prec. 82, p. 140, and "K. & E." 12th ed., Vol. II, Pt. I, Precs. xxxiv and xxxv, pp. 155-8. The opinion previously given is that the power does exist, but the compilers of precedents give alternative routes to arrive at it.

MORTGAGE—DEATH OF MORTGAGOR AND MORTGAGEE BEFORE 1926.

171. *Q.* Before 1926, T executed a first mortgage of freehold property to M and afterwards M died, leaving M.P.R. sole executor of his will, and after that T died, having appointed W and T.P.R. executors of his will, of whom W predeceased T. Can T.P.R. in 1926 sell under the power of sale conferred on him by the Land Transfer Act, 1897, and will a conveyance to a purchaser for a money consideration by T.P.R. conveying in respect of the fee simple estate vested in him by the L.P.A., 1925, Sched. I, Pt. VII, s. 3, and by M.P.R. surrendering and releasing in respect of the term of years vested in him by s. 1 of such part of such schedule pass an estate in fee simple absolute in possession to such a purchaser?

A. T.P.R.'s power of sale of realty *quâ* executor now arises under the A.E.A., 1925, s. 2 (2). M.P.R. and T.P.R. have the same power to sell together as M and T had before 1926, and would have had after if surviving. When the mortgage debt has been discharged the term vested in M.P.R. automatically ceases: see s. 116 of the L.P.A., 1925; but he can also release it in respect of part of the property mortgaged.

UNDIVIDED SHARES—SOME SETTLED—TRUSTEES.

172. *Q.* By his will A gave certain small freeholds and leaseholds to his trustees upon trust for B for life with remainder to B's four sons, giving B power to appoint a share of the income from the trust property to his wife, C. At the moment—

(1) X and Y are the trustees of A's will, in whom the trust property is vested.

(2) B has died, having appointed one moiety of the income to his wife, C, for life; and

(3) B's four sons are all living and of full age.

It is desired to sell one of the leasehold properties. Can X and Y make a good title by virtue of s. 1 of the L.P.A., 1925, Pt. IV, para. 1 (1) or (3), or who are the persons who should assign the property?

A. In the events which have happened C has an equitable life interest in an undivided moiety of the property, and the four sons are each entitled to an equitable undivided eighth share in possession and another in reversion. A's moiety is not a rent-charge or other charge mentioned in the S.L.A., 1925, s. 1 (1) (v), nor does the case come under any other provision in that section, therefore the entirety of the land is not settled land, and para. 1 (3), *supra*, does not apply. If the words "undivided shares" in para. 1 (1) mean "undivided shares vested in possession" it applies, but, since the last phrase is used in l. 2 of para. 1, the proper reference would have been to "persons *so* entitled to undivided shares" in para. 1 (1). In the absence of the word "so" the better construction seems to be the converse, for a person entitled to a life interest only in a property, is not, in ordinary language, entitled to that property. The latter interpretation is also the more consistent with the scheme of the Act. On it, therefore, the case falls within para. 1 (4), and new trustees (preferably the present trustees, since there is a possible doubt) should be appointed under para. 1 (4) (iii) if the Public Trustee is not to act.

RESTRICTIVE COVENANTS—REGISTRATION—NOTICE.

173. *Q.* Under s. 13 (2) of the L.C.A., 1925, notice of all restrictive covenants entered into since 1st January, 1926, has to be registered, otherwise they become void.

(1) Is the covenantee personally liable in damages for breach of covenant by himself or his sub-purchaser if the restrictive covenants become void through non-registration? For example, does not he become personally liable for damages if he or his sub-purchaser open a butcher's shop on property which he has covenanted to use only as a private residence?

(2) If a purchaser buys land after 1st January, 1926, subject to restrictive covenants imposed before 1st January, 1926, should his vendor register them as a land charge?

(3) If a purchaser buys land after the 1st January, 1926, subject to restrictive covenants imposed after 1st January, 1926 (which have been duly registered as a land charge), but does not in his conveyance agree or covenant to observe them, should these restrictive covenants be re-registered as a land charge against the name of the new purchaser? Otherwise a search would have to be made from 1st January, 1926, against each successive estate owner unless an official certificate of result of search is obtained and kept as a record of title.

(4) What is the meaning of the words "before the completion of the purchase" in s. 13 (2) of the L.C.A., 1925? Does this mean that the registration must be effected prior to completion and at a time when the conveyance is not in actual existence, or must one register the preliminary contract? Or does "purchaser" not mean the original purchaser or covenantor but the sub-purchaser?

A. (1) In this question "covenantee" is no doubt a slip of the pen for "covenantor." Question 135, p. 360, *supra*, is similar, and the same answers apply, see especially points (1) and (4).

(2) They are not so registrable: see S.L.A., s. 10 (1) Class D (ii). But they bind a purchaser with notice, L.P.A., s. 2 (5) (*a*). The covenant with the vendor on such a sale would not really be a restrictive covenant, but a covenant of indemnity, see answer to point (3), question 135, *supra*.

(3) No; the covenants bind each estate owner for the time being without successive registrations: see L.P.A., 1925, s. 198. Probably the official certificates mentioned will be included in future abstracts of title.

(4) A purchaser is of course personally bound by his own covenants, whether registered or otherwise, and "purchase" here refers to a transaction subsequent to that on which the covenants were made. Covenants in the preliminary contract would not be registrable, because the purchaser would not be the estate owner: see L.C.A., s. 10 (2).

UNDIVIDED SHARES—TRUSTEES—POWERS OF.

174. *Q.* Mrs. A, by her will, dated May 1922, appointed B and C executors and trustees, and the will then proceeds, "I devise and bequeath all my real and personal estate unto my trustees in trust to pay the income thereof to my husband during his life and after his decease in trust for my five daughters in equal shares." The testatrix died September, 1922, and the only estate of which she died possessed consisted of five freehold cottages worth probably £50 each. B and C, who were her sons, did not prove the will, but allowed their father to enjoy the rents of the cottages, and things continued as before. The father, the tenant for life, died October, 1925. The will has now been proved (December, 1925), the fixed duty of 30s. being paid. There were no debts except a doctor's bill still unsatisfied. Each of the daughters want to have one cottage as their share of the estate, and they are agreed amongst themselves as to which cottage they each want, and they ask for a conveyance. Can the executors exercise their powers as personal representatives under s. 41 of the A.E.A., 1925, and appropriate by conveyance or assent one cottage to each daughter? An assent would save stamp duty and seems preferable, and it appears that appropriation can be by assent, s. 36. The only other difficulty is as to whether the powers of the executors as personal representatives are exhausted as it may be argued that by letting the tenant for life into possession three years ago, even though they did not prove the will, they assented to the devise to themselves and became trustees, and that they are at present trustees and not executors, and that trustees have no powers of appropriation. Against this, it may be argued that as they did not prove the will until December last, when they paid the estate duty and interest, and have still to pay the one outstanding debt, they have not yet fully administered, and are still executors.

A. Under the L.P.A., 1925, 1st Sched., Pt. IV, B and C, whether holding the cottages as trustees or personal representatives after Mrs. A.'s estate has been cleared, do so on the statutory trusts of s. 35. In the circumstances an exercise of their powers as trustees for sale under s. 28 (3) appears to be indicated, to prevent future doubt as to their powers as executors.

UNDIVIDED SHARES—TRUST FOR SALE.

175. *Q.* By his will A, who died in 1910, gave his estate to trustees upon trust for sale and to pay income to his wife B for her life. On B's death the trustees were to appropriate a fund to pay certain annuities, and subject thereto A directed his trustees to divide the residue equally between his five children, C, D, E, F and G. There are two trustees, one of whom is a corporation in liquidation. C died in 1917 intestate and his reversionary share in the residue passed to B, his mother, and to his four brothers and sisters, D, E, F and G, in equal shares. B died in 1922 and by her will left all her property to her children, D, E, F and G, in equal shares. The trustees of A's will, having set apart the annuity fund, are now requested by D, E, F and G and the personal representatives of B and C respectively to convey the residuary real estate to D, E, F and G in equal undivided shares as they object to a sale of the real estate, but the trustees are, under the L.P.A., 1925, unable to make the conveyance desired although the trustees are anxious to wind up the trust so far as possible without delay. If D, E, F and G can agree to a partition, it is presumed the trustees, with the consent of the before-mentioned personal representatives, can convey the partitioned properties to the beneficiaries. If, however, this is not done, which clause of Pt. IV of the 1st Sched. to the L.P.A., 1925, applies, and what steps should the trustees take, bearing in mind their own wishes and the desire of the beneficiaries as above stated?

A. Assuming the estates of B and C to have been cleared, the trustees of A's will held the residuary realty on 31st December, 1925, upon trust for sale and to divide the proceeds between D, E, F and G in equal shares. *Quâ* a purchaser, this trust is deemed to be subsisting until the land has been conveyed to or by the direction of the beneficiaries: see s. 23 of the L.P.A., 1925. The opinion is here given that the latter can call for a conveyance from the trustees to which s. 34 (2) will apply. Alternatively, the trustees can retire and appoint the four beneficiaries in their place with practically the same result, for in either case s. 23 of the Act will apply if the beneficiaries do not now wish to sell, and they can postpone sale so long as they wish, s. 28 meanwhile applying.

MORTGAGE OF PART OF LEASEHOLD—NO LEGAL APPORTIONMENT—POWERS OF MORTGAGEE.

176. *Q.* Assume this position, which is common, viz., a lease to X for 999 years at a rent of £6 of three cottages, 1, 2 and 3, New-street. X assigns all three separately to A, B and C for the whole term at proportionate rents of £2 each, i.e., the rent of £6 is apportioned as between A, B and C, but not as regards the reversioner (whether freeholder or leaseholder). A mortgages by way of legal charge to M, who sells under his power of sale. What estate can M convey? He has no term to convey, because s. 87 of L.P.A., 1925, does not give him a term but only such protection, etc., as if he had a term. Section 89 (1) enables him to convey the mortgage term, *if any*, and the leasehold reversion, but s-s. (6) prevents the section applying at all. Has M any other power to convey what is not vested in him? Sub-section (6) as it stands seems to have a serious and unnecessary defect; there is no reason why s. 89 should not apply where the mortgagor charges all the property in the lease belonging to him (or perhaps all the property in the lease separately conveyed to him, e.g., B assigns his house to D, who mortgages that house to E, and C assigns his house to D, who mortgages that house to F).

A. The point raised so far as applicable to an ordinary mortgage of leaseholds was discussed in the answer to question 143, pp. 361-2, *supra*. The fact that here the mortgage is by way of legal charge in the above case may not place the mortgagee in a worse position than if he had a sub-term, but hardly seems to give him a better one. If M took such a mortgage now he would no doubt exact a covenant from his mortgagor to procure a legal apportionment if he could do so and to do all in his power to vest the whole term in the mortgagee on foreclosure or a purchaser from him on sale: see "Enc. F. & P.," vol. X, Prec. 164, proviso 5 (1), p. 360. Section 89 (6) of the L.P.A.,

1925, would seem to be inserted to preserve all the lessor's rights of re-entry on breach of covenants affecting other portions of the leaseholds, etc.

UNDIVIDED SHARES—HEIR AND DOWRESS.

177. *Q.* In 1902, A and B were tenants in common in fee simple. In 1910, B died intestate leaving his widow and heir-at-law surviving. Letters of administration were granted to the widow (entitled to dower, but not marked out by metes and bounds). The property was in mortgage and from time to time portions of the same were sold on chief, limited to the mortgagees by way of substituted security. The duties of the administratrix are now at an end, but there has been no assent to the heir-at-law (not an infant). It is presumed that on the 1st January, 1926, the entirety vested in the Public Trustee: (1) What steps should be taken to vest the property in A, and the heir-at-law upon the statutory trusts free from the dower rights of the widow? (2) On the repayment of the mortgage how will the chiefs limited on the sales off be vested in the estate owners?

A. On 31st December, 1925, A and B's heir held undivided shares at law, but B's widow had an equitable right (see *Williams* v. *Thomas*, 1909, 1 Ch. 713, at p. 720) to one-third of the income of his share during her life. Since, however, she took a life interest only, the case does not fall under the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (2). The land has therefore vested in the Public Trustee under para. 1 (4), subject to the mortgagees term under Pt. VII, para. 1. In the circumstances A, together with B's widow or heir or both, can appoint trustees to oust the Public Trustee under Pt. IV, para. 1 (4) (iii), and under s. 36 (1) of the T.A., 1925, they can appoint themselves. The widow's right of dower, or substituted right to receive income during her life, cannot of course be defeated, but it will attach to the proceeds of sale: see L.P.A., 1925, s. 3 (1) (*b*) (i). On the repayment of the mortgagee his term in the land not subject to "chiefs" (query chief-rents) will cease under s. 115 of the L.P.A., 1925, and he will lose his rights in the "chiefs" as mortgagee under s. 122.

SETTLED LAND—EXECUTORS OF SETTLEMENT TRUSTEES.

178. *Q.* With reference to point No. 98 referred to in the SOL. J., 16th January, 1926, p. 298. If C had not died would B and C, under the S.L.A., 1925, s. 30 (3), be trustees for the purpose of the S.L.A., 1925, of the settlement created by the will of A? This sub-section states that the personal representatives shall be "trustees of the settlement." It does not say trustees of the settlement for the purpose of the Act.

A. Yes. The expression "trustees of the settlement" when used in the Act means the trustees thereof for the purposes of the Act howsoever appointed or constituted: see s. 117 (1) (xxiv).

SETTLED LAND—TRUSTEES—DEATH OF TENANT FOR LIFE.

179. *Q.* A by will in 1906 appointed his wife, M, and friend G, executrix and executor "with full power to dispose of his real and personal estate as thereafter mentioned," and gave and bequeathed to his wife M all his real and personal estate for life, and directed that after her death all his real and personal estate should be sold and the proceeds divided equally amongst his children. G renounced probate and the will was therefore proved by M alone. M died on the 8th January 1926, intestate, without having appointed any trustees and without a vesting deed having been executed. The property consists of three houses, and money at the bank. Apparently (1) this was settled land within the S.L.A., but has ceased to be settled land on the death of the tenant for life; (2) there is an imperative trust for sale but no trustees. Who can carry out the trust for sale? Can the Public Trustee, on the request of the beneficiaries, sell the houses and wind up the estate, or should letters of administration be taken to the estate of M and the administrator appoint trustees who could sell? Or what other course could be pursued?

A. By the L.P.A., 1st Sched., Pt. II, paras. 3 and 6 (*c*), the legal estate in the realty subject to A's will vested in M on 1st January, 1926, but a vesting deed would have been necessary if she had been minded to sell it: see S.L.A., 1925, s. 13, and 2nd Sched., para. 1 (2). This vesting deed would have had to be executed by the trustees for the purposes of the Act. Under s. 30 (3) she would have been one, and would have had to appoint another. On her death on 8th January, para. 1 (7) of the 2nd Sched. must be noted, but there were no legal personal representatives either of her or of the original testator. By virtue of the L.T.A., 1897, the real estate vested in M on A's death, and the difficult question whether under the old law M's duties as executrix would have been sufficient to vest the legal estate in her need not be discussed. By s. 3 (1) (ii) of the A.E.A., 1925, the trust estate vests in her legal personal representatives, but the court may have some discretion under s. 162 (1) of the J.A., 1925. The executors were to hold upon trust for sale after M's death, and so if one or more proving executors had survived M, he or they would have become trustees for sale. Therefore, under the T.A., 1925, s. 18 (2), M's legal personal representative or representatives will hold A's real estate on trust for sale. Therefore the proper course appears to be for two persons to apply for a grant of letters of administration to M's estate, limited if so desired to A's realty. These administrators will then be able to exercise the trust for sale, which, notwithstanding that it is "imperative," they may postpone under s. 25 of the L.P.A., 1925.

INTESTACY AFTER 1925—WIFE—WHETHER REALTY SETTLED.

180. *Q.* A testatrix made her will in 1924, and by it appointed her husband and her son executors, gave her personalty to her husband for life with remainder to her son. She died in January, 1926. Is the realty settled land, and if so should there be any conveyance thereof to the husband and what is the position as to trustees for the purposes of the S.L.A.?

A. If the testatrix died intestate as to realty, on her death in 1926, it vested in her executors in trust for her son and other children, if any, in equal shares, subject to the payment to the husband if surviving, of £1,000, charged on the whole estate, and of half the income for his life by virtue of ss. 46 and 47 of the Ad. of E. A., 1925. The executors will hold on trust for sale by virtue of s. 33 (1) (*a*) of the Act, and can sell when they like, see ss. 23 and 25 of the L.P.A., 1925. The land is not settled land within the S.L.A., 1925.

COPYHOLDS—POWER TO TRUSTEES TO SELL—FINE.

181. *Q.* A testator devised his freeholds to his trustees, upon trust for sale, and *authorised* and *empowered* his trustees to sell all his copyhold or customary messuages and hereditaments to which he stood admitted at his death. If the copyholds had been sold and the purchase completed in 1925, the trustees would have conveyed it to the purchaser by bargain and sale, in which case the trustees could not be called upon to take admission or pay a fine. The date fixed for completion was the 6th January, inst., but at present the property is not conveyed to the purchaser. Is the lord of the manor, and his steward entitled to a fine and fees from the trustees?

A. In the absence of data as to the beneficial interests the answer to this question must be given in alternatives. The trustees had a power of sale over the copyholds, but they might have been (*a*) settled, with one tenant for life (*b*) settled, with more than one tenant for life, (*c*) divided into shares, some settled, some otherwise, (*d*) divided into more than four unsettled shares, (*e*) divided into four or less unsettled shares, or (*f*) given to one person absolutely. And in any of the above cases they might have been (1) charged with legacies or annuities or (2) devised without charge, and the devisee might have been (3) an infant, or (4) a lunatic, or (5) a bankrupt.

Thus, there are sixty different possibilities to affect the answer. By the L.P.A., 1922, 12th Sched., para. 8 (*b*), the legal estate is copyhold when there was no admitted tenant vested in the person with the best right to admittance, otherwise than as mortgagee. This right is regulated by para. 8 (*e*) (i) to (vii). Whether the trustees took the legal estate or otherwise under the Act of 1922 (which for the above purposes is deemed to come into force immediately before the L.P.A., 1925, see s. 202 of the latter Act), it may have immediately shifted again under the 1st Sched., to the L.P.A., 1925, and in any case will remain in accordance with that schedule. It is not stated in the question whether the executors have cleared the estate; if they had not done so it is arguable that, the s. 1 (4) of the L.T.A., 1897, ceasing to apply to the land statutorily enfranchised, it vested in the executors under s. 1 (1) of that Act, or s. 1 (1) of the A. of E. A., 1925. Since the trustees appear to have sold as such, however, it will be assumed that the estate is cleared. The legal estate does not vest in the purchaser without conveyance even if the purchase-money has been paid, see. L.P.A., 1925, 1st Sched., Pt. II, para. 7 (*j*). If the land is settled on one devisee for life or in fee *sui juris*, he must convey (unless the trustees are selling as executors, which they can do by virtue of s. 36 (8) and (12) of the Ad. of E. A., 1925), and in the former case there must be a previous vesting deed, see s. 13 of the S.L.A., 1925. If there are undivided shares the sale will either be by the trustees or other parties in accordance with the particular paragraph of Pt. IV, to the 1st Sched., of the L.P.A., applicable. The question of the fines and fees will turn on the application of ss. 129 and 130 of the L.P.A., 1922, and paras. 8 (*b*) and 8 (*e*) (viii), of the 12th Sched., to the Act as modified by the L.P. (Amendment) Act, 1924. 2nd Sched., para. 4 (1), in accordance with the circumstances. If, as apparently was the case, there was no copyholder in fee on 1st January, 1926, paras. 8 (*b*) and 8 (*e*) (vi) and (vii), rather than 8 (*e*) (viii), apply. If the land is settled the questioner is referred to questions 129, 130, pp. 341-2 above. It is to be noted that, in this case, after 1925 a power of sale vested in trustees is exercisable, not by them, but by the tenant for life, see s. 108 (2) of the S.L.A., 1925. However, if the trustees had contracted to sell before 1926, the tenant for life would have to give effect to the purchaser's equity under s. 3 (1) (*a*) of the L.P.A., 1925.

Correspondence.

The Modern Law of Real Property—Equitable Contingent Remainders.

Sir,—My attention has been called to your issue of 6th February, in which there appears a review of a book entitled "the Modern Law of Real Property," of which I am the author. It is not usual for an author to reply to the criticisms of reviewers, but in this particular case the review raises a point of interest, and I feel sure you will permit me to reply.

Your reviewer wrote as follows: "On page 447 an example is given of an equitable contingent remainder as follows: A grant 'unto and to the use of T in fee simple in trust for C in fee simple when he attained twenty-one.' The blame for such a limitation might have fallen upon the printer, who might have been accused of having omitted the particular prior estate preceding C's remainder; but on the next page, the declaration is made in bold type that 'a grant unto and to the use of T in trust for A at twenty-one gave A an equitable contingent remainder.'" The implication here is that neither of the hypothetical limitations were examples of equitable contingent remainders under the old law. Now it is obvious that they were not legal contingent remainders. Just as obviously they were not executory uses, for an executory use was a future legal estate which took effect under the Statute of Uses when one person was seised to the use of another.

Can it therefore be said, as is said in the passage under review, that they were equitable contingent remainders? Your reviewer would seem to hold that no species of contingent remainder could exist unless it was supported by a particular estate of freehold, but I cannot help thinking, with respect, that this is a quibble over terminology. The purist may say as indeed Hayes does at p. 555 of his "Introduction to Conveyancing," that "there cannot be a remainder, strictly such, of a mere trust," but unless we are to invent a new terminology it seems more convenient to refer to such a limitation as that in question as the limitation of an equitable contingent remainder. In his "Original View of Executory Interests," published in 1844, Smith, at p. 783, following Fearne, p. 304, says "There is no necessity for the continuance of a preceding particular estate of freehold to preserve *contingent remainders*, where the legal estate in fee is vested in trustees: for the legal estate of the trustees will be sufficient to preserve the contingent remainders, notwithstanding the regular expiration of the particular estate, before the contingent remainder can vest." Of course, Smith is contemplating a case where an equitable life estate has been limited in support of the remainder, but has failed before the remainder vests, and in such a case it is common ground that the equitable contingent remainder did not fall with the premature failure of the life estate: *Berry* v. *Berry*, 1878, 7 Ch. D. 657, and other well-known cases. If, then, a contingent limitation of a trust estate could be referred to as an equitable contingent remainder after its supporting particular estate had prematurely failed, was it so very wrong to use the same expression to describe an equitable contingent estate which had never been so supported? In both cases it would be the fee that shifted when the contingency occurred. In the case of *In re Freme*, 1891, 3 Ch. 167, at p. 170, North, J., said: "I think that all that was created by the will was an equitable contingent remainder that was not subject to the defect of failure by reason of the *absence* of a particular estate to support it." I admit that there are objections to applying the word "remainder" to a future estate which was to take effect after and in defeasance of a fee simple, but unless one were to invent a new expression, such as shifting and springing trusts, there was something to be said for it on the score of convenience. The important point in an elementary book is to persuade students that there were three main classes of future interests under the old law: legal contingent remainders, subject to strict rules; executory interests, free from strict rules; and equitable contingent remainders, equally free from strict rules, but only confirming interests equitable in return.

G. C. Cheshire.

Exeter College,
Oxford.

[We are convinced that the examples given are not those of contingent remainders at all, but of equitable interests analogous to springing uses. It has come as a shock to us that there could be any doubt at all that a remainder could exist without a particular estate preceding it. The matter does not appear to us a mere quibble, but a question of giving a true and clear historical account of the development of our law. Students should not be persuaded "that there were three main classes of future interests under the old law." The explanation should be made to them that there were legal contingent remainders and legal interests termed executory interests; and that equity following the law recognised—(1) Equitable contingent remainders in which the limitation but not the continuance of a particular prior estate was as necessary as at law; and (2) Equitable interests operating like springing and shifting uses and following the analogy of executory interests.—Ed. *Sol. J.*]

Receipt under s. 115 of the L.P.A., 1925.

Sir,—I notice in the penultimate paragraph of "A Conveyancer's Diary" in your issue of the 20th inst. at p. 397, you say: "Incidentally it may be pointed out that there is nothing in s. 115 requiring a receipt operating under it to be under seal."

I notice in the first sub-section of s. 115 it states "a receipt endorsed on, written at the foot of or annexed to a Mortgage for all money thereby secured which states the name of the person who pays the money and is executed by, etc." Again, in s-s. 6 "in a receipt given under this section the same covenants shall be implied as if the person who executes the receipt had by deed been expressed and conveys the property, etc." Surely in these two sub-sections the word "executes" implies that the receipt should be under seal. It is true that the form of receipt given in the 3rd Sched. to the Act concludes "As witness, etc." whereas one would of course expect "In witness, etc." if it was to be under seal.

This view seems to be rather strongly confirmed by s-s. 6, quoted above, inasmuch as there are covenants to be implied in the receipt and covenants whether expressed or implied, would only be looked for in a document under seal. The point seems material, because if the receipt does not comply with the requirements of s. 115, it will not operate as a reconveyance, and accordingly if the receipt is only "signed" and not "executed" (should sealing be necessary), the receipt will merely evidence the discharge, will not carry an *ad valorem* stamp and will not operate as a reconveyance or, in appropriate cases, as a transfer.

G. CUNNINGHAM.

London,
23rd February.

Real Property Law Amendment.

Sir,—Referring to Mr. W. J. Perkin's letter of the 8th inst., published in your issue of the 13th inst., and your footnote thereto, may we with the greatest deference suggest that the article in "A Conveyancer's Diary," "Mortgage by two or more beneficial co-owners" does not show satisfactorily that no amendment of the law is necessary.

We submit that the article merely shows that the trustees and beneficiaries together can give a mortgagee a good title (and we do not see how there could be any question on this head), but that the trustees alone cannot do so. The title of the beneficiaries, notwithstanding that they are the same persons as the trustees, must therefore be *proved*, and this, in addition to being against the policy of the recent legislation would generally be extremely difficult, if not impossible except perhaps in the case of a partnership. A recital, unless twenty years old, would not be sufficient, and we suggest that a way out of the difficulty would be a legislative provision to the effect that a recital of the beneficial ownership of the statutory trustees in a mortgage by them should be conclusive evidence in favour of the mortgagee.

The words "for any purpose" in s. 16 of the Trustee Act, 1925, we take to mean "for any purpose whatever," and not "for any particular purpose."

DRUMMONDS.

Croydon,
23rd February.

Meaning of "Apportionment" in s. 89 (6) of the L.P.A., 1925.

Sir,—I understand that Sir Benjamin Cherry has recently expressed the opinion that the word "apportioned" in s. 89 (6) of the Law of Property Act, 1925, means "apportioned with the consent of the Lessor." In note (*n*) on p. 540 of 1 "Prideaux," 22nd ed., the editors suggest a reason why s. 89 should have been made inapplicable to a case in which a mortgage does not comprise the whole of the land in the leasehold reversion and the rent has not been apportioned in any way, but the recitals in the precedent on p. 543 suggest that in the absence of a legal apportionment of the rent the mortgagee would not be able to convey the leasehold reversion unless he had a power of attorney.

It would appear that the word "apportioned" in s. 89 (6) must be read in its grammatical and ordinary sense, in which case it would cover a rent divided as between a lessee and a purchaser from him of part of the property leased. A rent so divided is commonly (and, it is submitted, correctly) described as an apportioned rent—as it is in the precedent on pp. 498-9 of 1 "Prideaux." In s. 77 (1) (*c*) and (*d*) of the Act appear the expressions "apportioned . . . with the consent of the Lessor" and "apportioned . . . without the consent of the Lessor," and there appears to be no ground for restricting the meaning of "apportioned" in s. 89 (6) to being equivalent to the former of those expressions, and no reason why such a meaning should have been intended.

The leasehold system prevails in this district, but the legal apportionment of a rent is virtually unknown. The practice is for a builder to take a lease of land sufficient for several houses and to sell the houses separately subject to parts of the rent as apportioned between himself and the purchasers. The great majority of the properties here consists of leaseholds, subject to apportioned rents of this kind, and the practice has been to take mortgages by assignment. If the word "apportioned" in s. 89 (6) must be read as meaning "legally apportioned" it follows that in most cases of mortgages of leaseholds created in this district before the 1st January, 1926, the mortgagee exercising his power of sale will be able to give to his purchaser no more than the term assigned by the mortgage, less ten days, leaving the reversion outstanding in the mortgagor.

I shall be glad to hear your opinion.

C. C. POLLARD.

Burnley,
25th January.

[It appears to us that our correspondent does not give the contents of note (*n*) on p. 540 accurately. The material part of the note reads as follows: "The ground for the objection (to s. 13 of Lord Cranworth's Act, 1860) was that a lessee should not be encouraged to split up the property demised to him among different mortgagees without either arranging for a legal apportionment of the rent, or effecting the transaction by sub-demises which would not afterwards be disturbed by the mortgagees conveying different parts of the head term." It will be observed that the expression used is "legal apportionment." The inconsistency between this note and the recitals in the precedent on pp. 543, 544, which seems to be suggested by our correspondent, does not, therefore, exist in fact. The other matter—the meaning of "apportionment" in s. 89 (6) is dealt with in "A Conveyancer's Diary," on p. 419, *supra*.—ED., *Sol. J.*]

Amendments of the New Property Acts.

Sir,—With reference to your invitation to discuss in the columns of THE SOLICITORS' JOURNAL points in the new Property Acts requiring amendment, I would like to observe that the use of the word "executed," in s. 115 of the Law of Property Act, 1925, leads to confusion. Although it is reasonably clear from the context that it is not meant to be confined to execution of a deed, the matter might be made clear if the word "signed" were substituted therefor, in an Amending Act.

"I."

London.

"Mocktioneers."

Sir,—With reference to that useful and interesting topic in your last issue on this subject, may I be allowed to point out that The Incorporated Society of Auctioneers is the organization which has taken such active steps in recent years to call public attention to the gangs of mock auctioneers who temporarily hire vacant premises and perpetrate so many glaring frauds on the public.

I think I ought to make it clear also that this Society is quite distinct from the Auctioneers Institute.

JOHN STEVENSON,
Secretary.

London.
23rd February.

Court of Appeal.

No. 2.

Rush *v.* **Matthews.**

4th and 5th February.

LANDLORD AND TENANT—RENT RESTRICTIONS—DWELLING-HOUSE—FLAT—LEASE FOR FOURTEEN YEARS AT STANDARD RENT—SEPARATE AGREEMENT TO PAY PREMIUM—TOTAL SUM IN EXCESS OF STANDARD RENT—AGREEMENT TO PAY PREMIUM VAGUE AND UNCERTAIN—VALIDITY—ACTION TO RECOVER PREMIUM—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11 Geo. 5, c. 17), s. 8.

By s. 8 *s-s.* (1), *of the Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920: "*A person shall not as a condition of the grant, renewal, or continuance of a tenancy or sub-tenancy of any dwelling-house to which this Act applies, require the payment of any fine, premium, or other like sum, or the giving of any pecuniary consideration in addition to the rent . . .*"; *and by s-s.* (3): "*This section shall not apply to the grant, renewal, or continuance for a term of fourteen years of any tenancy.*"

A landlord let a flat, the standard rent of which was 13*s.* 6*d. per week, at a rent of* 25*s. per week. As that rent was in excess of the rent permitted under the Rent Restrictions Acts, two separate documents were executed* (1) *a lease for fourteen years at the weekly rent of* 13*s.* 6*d., with a proviso that the tenant might terminate the tenancy at any time by giving one week's notice, and* (2) *an agreement that the tenant should pay to the landlord a premium of* 11*s.* 6*d. weekly, thus aggregating the* 25*s. a week agreed.*

Held (1) *that the agreement to pay the premium taken by itself was void for uncertainty, and* (2) *that if it was to be read with the tenancy agreement the inference was that the two documents referred to rent and nothing else, and as the total sum provided for was in excess of the rent, the premium was not recoverable. In either case the premium agreement was invalid.*

Decision of the Divisional Court, 1926, 1 K.B. 75, *affirmed.*

Appeal from the Divisional Court, 1926, 1 K.B. 75, on appeal from Marylebone County Court. The action was brought by a landlord to recover arrears of premium. The defendant became tenant of certain rooms at Portnall Road, Paddington, in the following circumstances. In October, 1922, after reading an advertisement, he went to see the rooms, and was told by the landlord's daughter that the rent was 25s. a week, but as this sum was in excess of the amount permitted by the Rent Restrictions Act, 1920, he could be granted a lease for fourteen years on payment of a weekly rent of 13s. 6d., a weekly premium of 11s. 6d., and an initial premium of £10. He agreed to these terms, paid the £10, and on 28th October, 1922, signed both the lease and a document providing for premiums which was as follows: "In consideration of your having granted me a lease for fourteen years from the 30th day of October, 1922, with an option to me to determine the same on a week's notice, I hereby undertake to pay to you the sum of 11s. 6d. weekly by way of premium, commencing on the 30th day of October, 1922." No provision was made for the termination of the tenancy by the landlord. Two books, a rent book and a "premium book," were given to the tenant. After paying both rent and premiums for some weeks, the tenant was advised not to pay more than 10s. per week. The landlord, who had refused the tender of this sum as rent, brought an action for possession. The county court judge found the standard rent to be 10s. per week, and made an order for possession, but suspended this order so long as the tenant paid 10s. a week rent and 5s. a week on account of arrears. In February, 1925, the landlord brought a second action for 11s. 6d., the amount of one week's premium due on 18th December, 1922. The tenant raised the defence that the so-called "premium" was part of an entire rent of 25s. per week; that that rent was in excess of the standard rent; and, as no notice of increase of rent had been served by the landlord, the amount claimed was irrecoverable in law. The county court judge held that the document under which the premiums became payable was valid and enforceable in virtue of s. 8, s-s. (3) of the Rent Restrictions Act, 1920, and gave judgment for the landlord. The tenant appealed. By s. 8, s-s. (1), of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920: "A person shall not as a condition of the grant, renewal or continuance of a tenancy or sub-tenancy of any dwelling-house to which this Act applies require the payment of any fine, premium or other like sum or the giving of any pecuniary consideration, in addition to the rent, and when such payment or consideration has been made or given in respect of any such dwelling-house under an agreement made after the 25th day of March, 1920, the amount or value thereof shall be recoverable by the person by whom it was made or given"; and by s-s. (3): "This section shall not apply to the grant, renewal, or continuance for a term of fourteen years or upwards of any tenancy."

BANKES, L.J.: In my opinion the appeal fails. But what I am going to say applies only to the particular facts of this case. I shall not offer any opinion on the question whether or not it might have been possible to take such a case as this, out of the operation of the Rent Restrictions Act, 1920, nor discuss the means by which that might have been done. My judgment will be confined to a consideration of the question whether the particular facts of this case are within or without the terms of that section The section prohibits the requirement of the payment of a premium as a condition of the grant, renewal or continuance of a tenancy, or sub-tenancy of any dwelling-house to which the Act applies. Sub-section 3 of the section provides that the section "shall not apply to the grant, renewal, or continuance for a term of fourteen years or upwards of any tenancy." It is quite true that in the present case a tenancy for fourteen years was created. But this court must consider whether the arrangement made was one under which rent was charged and paid in excess of the amount permitted by the Rent Restrictions Act. There are two ways of finding out what was the real position, (1) there was the evidence of the landlord's daughter which was frankly given before the county court judge, and (2) the court must consider the effect of the document. With regard to (1), as I read the evidence of the conversation which the landlord's daughter had with the tenant, the only construction to be put on it was that the rent was to be 25s., but that as that was in excess of the amount recoverable under the Rent Restrictions Acts, the rent would be described by two names, "rent" and "premium" and two documents would be executed to show that part of the 25s. was rent and part premium. If that is the true construction of the conversation, it is clear that the parties were agreeing about the rent of the premises and nothing else, and the second document providing for the payment of the premium was a mere sham and could be

disregarded. Secondly, looking at the documents, the action arises on the document relating to the payment of the premium. That document, by itself is void for uncertainty. It is a document which provides for the payment of a weekly premium of 11s. 6d., beginning on 30th October, 1922, without saying for how long the premium is payable. To suit his own purpose the landlord asks the court to look at the other document. He says that these two documents are contemporaneous and should be read together; that looking at the matter from the tenant's point of view, the tenant has agreed to pay 11s. 6d. a week as premium; and that the agreement with regard to the premium must be rendered certain by accepting his (the landlord's statement that the premium is payable only as long as the tenancy continues. But, consider the matter from the landlord's point of view. The premium agreement says nothing except about the fourteen years. Suppose the tenant, before the expiration of the fourteen years terminates the tenancy by giving a week's notice, as he is entitled to do under the tenancy agreement, might not the landlord say that it was no concern of his (the landlord's) that the tenant had given notice, the tenant must go on paying the premium notwithstanding the notice to terminate the tenancy which had been given by the tenant? It is impossible without looking at the tenancy agreement to say that the premium agreement is so certain as to be capable of being given effect to by the court. It is too vague and uncertain. If the premium agreement is to be interpreted by a reference to the tenancy agreement, the inference is irresistible that the two documents really refer to the payment of rent, and that for the sake of convenience and to evade the statute, this method of the two agreements was adopted. On the particular facts of this case, from whatever way they are looked at, the appellant cannot succeed. The appeal will be dismissed with costs.

WARRINGTON and ATKIN, L.JJ., delivered judgment to the same effect. Appeal dismissed.

COUNSEL: *Wingate Saul*, K.C., and *J. Ronald Walker*; *Doughty*, K.C., and *Monier-Williams*.

SOLICITORS: *Herbert A. Phillips*; *Hiscocks & Co.*

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.

Court of Criminal Appeal.

Rex *v.* **Morriss.**

Lord Hewart, C.J., Greer and Acton, JJ. 1st February.

CRIMINAL LAW — SENTENCE — IMPRISONMENT FOLLOWING SENTENCE OF TWO YEARS' HARD LABOUR—VALIDITY.

There is no rule of law or of practice forbidding a sentence of simple imprisonment being given to follow a sentence of two years' imprisonment with hard labour.

Application for leave to appeal against conviction and sentence of twelve months' imprisonment. The applicant, Hayley Morriss, had been convicted on various counts charging him with carnal knowledge of girls under sixteen years of age, conspiracy, indecent assault and common assault. He had received a sentence of two years' hard labour on the conviction of carnal knowledge and a consecutive term of twelve months' simple imprisonment on the other counts of the indictment. It was contended on behalf of the appellant that by the Penal Servitude Act, 1891, it was realized that imprisonment for two years was considered enough for any person to stand, on the principle that no man could endure being shut up for longer than that period, with the consequent lack of exercise and the deprivation of sufficient fresh air. The three cases of *R.* v. *Goldstein*, 11 Cr. App. R. 27; *R.* v. *Boreham*, 13 Cr. App. R. 191; and *R.* v. *Hughes*, 17 Cr. App. R. 127, established the rule that imprisonment with hard labour for more than two years was not to be imposed. An examination of the prison regulations showed that imprisonment with hard labour was substantially the same as imprisonment without hard labour. It was never intended, therefore, that a term of imprisonment for longer than two years should ever be inflicted, whether such imprisonment was with or without hard labour, nor, in the former case, that a further sentence of simple imprisonment should be added. For the Crown, it was contended that the Penal Servitude Act, 1891, did not prohibit imprisonment with hard labour for more than two years. It had been admitted that consecutive sentences of imprisonment amounting to more than two years could legally be passed on different counts. The three cases cited referred to consecutive sentences of imprisonment with hard labour and not, as was the present case, to a sentence of imprisonment with hard labour with a consecutive sentence of imprisonment without hard labour.

LORD HEWART, C.J., in giving judgment dismissing the application, said that if the sentence were to be reviewed it would only be reviewed in the direction of an increase. It had been said that an inference could be drawn from certain statutes that the Court could not pass a sentence of imprisonment to run consecutively to a sentence of two years' hard labour. Such an inference could not be drawn. With regard to the three cases cited as showing that such a course was against the settled practice of that Court, it was important to have regard to the facts of those cases and the guarded language there used. It was only necessary to say that that Court had never laid down the rule that a sentence of simple imprisonment could not be given consecutively to a sentence of two years' imprisonment with hard labour. The appellant merited a long sentence of penal servitude, but the law as it stood did not permit it. It was to be hoped that the Legislature would remove a blemish from penal legislation by giving a discretion, where a multiplicity of offences of a certain kind had been committed, to impose a sentence of penal servitude. As no leave to appeal had been granted, the sentences would run from that day.

COUNSEL, for the appellant: *Mr. Roland Oliver*, K.C., and *Mr. St. John Hutchinson*; for the Crown: *The Attorney-General* (Sir Douglas Hogg, K.C.), *Sir Edward Marshall Hall*, K.C., and *Mr. John Flowers*.

SOLICITORS, for the appellant: *Messrs. Withers & Company*; for the Crown: *The Director of Public Prosecutions*.

[Reported by COLIN CLAYTON, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Gold Fields American Development Company, Limited *v.* **The Consolidated Gold Fields of South Africa, Limited.**

Tomlin, J. 26th January.

REVENUE—INCOME TAX—DOMINION INCOME TAX—RELIEF FROM UNITED KINGDOM INCOME TAX—COMPANY OBTAINING RELIEF—SHAREHOLDERS IN COMPANY HOLDING SHARES IN COMPANY OBTAINING RELIEF—PASSING ON THE RELIEF—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40) all Schedules Rules, Rule 20—Finance Act, 1920 (10 & 11 Geo. 5, c. 18).

Section 27 (5) *of the Finance Act*, 1920, *is not limited to cases where relief has been obtained by a company directly as applicant for relief under s-s.* 1, *but the words "relief from that tax given under this section," will* prima facie *include relief from tax given under s-s.* (5), *by a reduction in the amount of tax deducted from a dividend and the company that has the tax deducted from the dividend is itself within the operation of the sub-section when it seeks to deduct tax from its own dividends.*

Sheldrick *v.* The South African Breweries Limited, 1923, 1 K.B. 173, *applied*.

This was an action by one company holding shares in another asking for a declaration that it was entitled to have passed on to it the benefit of relief against income tax which had been given to the company whose shares it held. The facts were as follows: The plaintiff company held a large block

of shares in the defendant company. The defendant company held all the shares in the new Consolidated Gold Fields Limited (hereinafter called the new company). The new company obtained relief in respect of United Kingdom income tax by reason of the payment directly or indirectly of Dominion income tax. The defendant company received dividends free of income tax from the new company, but in paying dividends to the plaintiff company deducted United Kingdom income tax at the full rate. The plaintiff company claimed that in so far as the new company only paid United Kingdom income tax at a reduced rate by reason of the relief given in respect of Dominion income tax, the new company must be treated as having passed on to the defendant company this benefit, and the defendant company ought to have passed on a like benefit to the plaintiff company.

TOMLIN, J., after stating the facts said: "Relief in respect of Dominion income tax was first afforded by s. 43 of the Finance Act, 1916, which was repeated substantially unaltered in s. 55 of the Income Tax Act, 1918. In the case of *The Scottish Union and National Insurance Company* v. *The New Zealand and Australian Land Company*, 1921, 1 A.C. 172, which was decided before the passing of the Finance Act, 1920, the House of Lords held that a company paying a dividend on its preference stock was entitled to deduct from that dividend United Kingdom income tax, and not the net rate of tax arrived at by taking into account the amount of tax recovered by the company by way of relief in respect of Dominion Tax. This decision overruled *Rover* v. *The South African Breweries*, 1918, 2 Ch. 233. In the case of *Sheldrick* v. *The South African Breweries Limited*, 1923, 1 K.B. 173, it was held that the effect of the passing of s. 27 of the Finance Act, 1920 was to bring the law into accord with the decision in *Rover* v. *The South African Breweries* (*supra*), and the judgments of the Court of Appeal showed that though there might be no agency in the strict sense between a company and its shareholders in the matter of payment of income tax, yet relief was obtained by a company in respect of Dominion income tax on behalf of the shareholders in the sense that the company must in deducting income tax from dividend, pass on the benefit of the relief. It is said by the defendant company, however, that the provision in s. 27 s-s. 5, for passing on this benefit only applies when relief has been obtained by the company directly as applicant for relief under s-s. (1). In my judgment the words in s-s. 5, "relief from that tax given under this section," would *prima facie* include relief from tax given under s-s. 5 by a reduction in the amount of tax deducted from a dividend and I do not think that there are any sufficient words in the sub-section to cut down its meaning in the manner suggested by the defendants. It follows that a company that has tax deducted from dividends paid to it at a reduced rate, as the result of the operations of the sub-section is itself within the operation of the sub-section when it seeks to deduct tax from its dividends under Rule 20.

COUNSEL: *Clauson*, K.C., and *Giveen Latter*, K.C., and *C. L. King*.

SOLICITORS: *Lawrence, Webster, Messer & Nicholls; Julius, Edwards & Julius*.

[Reported by L. MORGAN MAY, Esq., Barrister-at-Law.]

In re Clayton's Settled Estates.

Russell, J. 3rd and 4th February.

SETTLED LAND—ONE SETTLEMENT EXISTING ON 1ST JANUARY, 1926—PRINCIPAL VESTING DEED—SEPARATE VESTING DEEDS—INTERPRETATION ACT, 1889, 52 & 53 Vict. c. 63, s. 1—SETTLED LAND ACT, 1925, 15 Geo. 5, c. 18, ss. 10, 35, 93, 110, Sched. 2, para. 1, s. 1, s-s. 2.

In the case of a settlement subsisting on the 1st of January, 1926, it is not necessary that the whole of the settled land should be comprised in one single principal vesting deed.

Different parcels of the settled land may be comprised in separate deeds.

No principal or other vesting deed requires to be made in respect of capital moneys subsisting on 1st January, 1926.

This was a summons taken out by the trustees of a settlement under s. 93 of the Settled Land Act, 1925, to determine (1) whether upon the execution of a principal vesting deed relating to the settled land, pursuant to s. 1, s-s. 2 of para. 1 of the 2nd Sched. to the Settled Land Act, 1925, the whole of the land subject to the settlement ought to be comprised therein or whether the different parts of the settled land could be comprised respectively in different principal vesting deeds; and (2) whether any principal or other vesting deed requires to be made in respect of capital moneys subsisting on 1st January, 1926. The facts were as follows: Nathaniel Clayton, who died in 1895, by his will settled property, consisting of land in different parts of the country, tithe rent-charges, mines and minerals and a large sum representing capital moneys. The trustees wished to sell a block of property in Newcastle-upon-Tyne on 8th February, 1926, and unless a separate vesting deed could be executed, the sale would be delayed. They accordingly took out this summons.

RUSSELL, J., after stating the facts, said: The settlement is one that existed at the commencement of the Settled Land Act, 1925, and s. 37 of that Act provides that "the transitional provisions set out in the 2nd Schedule to this Act shall have effect as regards settlements existing at the commencement of this Act." Paragraph 1 of the 2nd Sched. provides: "Section 1 (1): A settlement subsisting at the commencement of this Act is, for the purposes of this Act, a trust instrument; (2) as soon as practicable after the commencement of this Act the trustees for the purposes of this Act of every settlement of land subsisting at the commencement of this Act (whether or not the settled land is already vested in them) may, and on the request of the tenant for life or statutory owner shall at the cost of the trust estate execute a principal vesting deed (containing the proper statements and particulars) declaring that the legal estate in the settled land shall vest or is vested in the person or persons therein named (being the tenant for life or statutory owner, and including themselves if they are statutory owners), and such deed shall (unless the legal estate is already so vested) operate to convey or vest the legal estate in the settled land to or in the person or persons aforesaid, and if more than one as joint tenants." Taken literally, the words of the section refer to only one vesting deed, but the Interpretation Act, 1889, provides: "Section 1 (1): In this Act and in every Act passed after the year 1850, whether before or after the passing of this Act unless the contrary intention appears . . . (*b*) Words in the singular shall include the plural, and words in the plural shall include the singular." The question is whether a contrary intention appears in the Settled Land Act, 1925. If it does not, a reference in the Act to a vesting deed will include vesting deeds. Section 15 provides that "examples of instruments framed in accordance with the provisions of this Act are contained in the first schedule to this Act." Form No. 1 is a form of vesting deed for giving effect to a settlement subsisting at the commencement of the Act. That form is in terms expressed to include the whole of the land subject to the settlement, but after all it is only an example. Other sections, such as ss. 10 and 35, where the words are "the last or only principal vesting instrument," and s. 110, where the expression is "provided that, as regards the first vesting instrument executed for giving effect to—(*a*) a settlement subsisting at the date of the commencement of this Act," are relied on as showing a contrary intention. But in none of these sections do I find a strong enough indication that the Interpretation Act, 1889, should not apply, and I accordingly decide that in the case of a settlement subsisting at the commencement of the Act it is not necessary that the whole of the settled land shall be

comprised in one single principal vesting deed, but that different parcels of the settled land may be comprised in separate deeds. I answer the second question of the summons in the negative. The Act only contemplates a vesting with regard to land, and capital moneys are not land within the meaning of the Act.

COUNSEL: *J. M. Lightwood; R. M. Pattisson.*

SOLICITORS: *King, Wigg & Brightman*, for *Clayton & Gibson*, Newcastle-upon-Tyne.

[Reported by L. MORGAN MAY, Esq., Barrister-at-Law.]

High Court—King's Bench Division

Daventry Corporation *v.* Newbury and Wright.

Sankey and Salter, JJ. 16th and 18th December, 1925.

LOCAL GOVERNMENT—FIRE BRIGADE—FIRE OUTSIDE BOROUGH—SERVICES RENDERED AT REQUEST OF TENANT OF PREMISES—LIABILITY OF TENANT TO PAY FOR SERVICES—TOWNS POLICE CLAUSES ACT, 1847, 10 & 11 Vict. c. 89, ss. 32, 33.

By s. 32 of the Town Police Clauses Act, 1847, *corporations are authorized to purchase or provide fire engines and other appurtenances for use in case of fire. By s.* 33, "*The* [*corporation*] *may send such engines, with their appurtenances and the said firemen, beyond the limits of the special Act, for extinguishing fire in the neighbourhood of the said limits; and the owner of the lands or buildings where such fire shall have happened shall in such case defray the actual expense which may be thereby incurred, and shall also pay to the* [*corporation*] *a reasonable charge for the use of such engines with their appurtenances, and for the attendance of such firemen, and in case of any difference between the* [*corporation*] *and the owner of the said land or buildings, the amount of the said expenses and charge, as well as to propriety of sending the said engines and firemen as aforesaid for extinguishing such fire (if the propriety thereof be disputed), shall be determined by two justices, whose decision shall be final; and the amount of the said expenses and charge shall be recovered by the* [*corporation*] *as damages.*"

Section 33 *of the Town Police Clauses Act*, 1847, *does not take away the common law right of a local authority to contract with reference to the use of its fire brigade. Where, therefore, a local authority renders services with their fire brigade at the request of a tenant on whose premises, situated beyond the limits of the district, a fire has broken out, they are entitled to recover from the tenant the cost of the services so rendered.*

Appeal from Daventry County Court. In October, 1924, a fire occurred at the farm of which the defendants were the tenants, and Sir Charles Knightly the owner. The farm was situated five miles outside the limits of the borough of Daventry. The plaintiffs used their fire brigade at the request of the defendants to deal with the fire. For the services rendered the plaintiffs claimed £12 5s. The defendants did not dispute that they had requested the services in question but contended they were not liable to pay for them by virtue of ss. 32 and 33 of the Town Police Clauses Act, 1874. The county court judge held that s. 33 of that Act did not apply, and that the plaintiffs were entitled to recover from the defendants the amount claimed. The defendants appealed.

SANKEY, J.: The question involved was whether the corporation had the right to send their fire engine outside their district as they in fact did, and whether, having done so, and having incurred expenses, they were entitled to recover these from the defendants. Those questions involved the construction of ss. 32 and 33 of the Town Police Clauses Act, 1847. Counsel for the defendants did not dispute that there was a request by his clients to send the fire brigade to their farm, and that in compliance with that request it was sent, and that at common law the plaintiffs would be entitled to recover the expenses they thereby incurred. But counsel contended that the matter did not depend on the common law, but upon a statute which provided that in circumstances like these the person liable to pay was the owner of the land where the fire took place—in the present case, Sir Charles Knightly. Section 32 of the Act above mentioned enabled local authorities to provide fire brigades, and s. 33 provided for the fire brigade being sent outside the limits of the district, and provided that the owner of the land and buildings should be liable to pay reasonable charges. Counsel for the defendants said that apart from s. 33 the fire brigade could not have been sent outside the plaintiffs' district, and it specifically enacted that the owner should be liable. On the other hand, it was contended for the plaintiffs that s. 33 did not take away their common law right to make a contract for reward for the services of their fire brigade outside their district. In *James* v. *Staines Urban District Council*, 83 L. T. 426, the Egham fire brigade was requested to assist the Staines fire brigade to extinguish a fire within the Staines district, and it was held that the Egham District Council could recover from the Staines District Council. Counsel for the present defendants did not contest the propriety of that decision, but pointed out that s. 33 of the 1847 Act, did not there come in question. Was there anything, therefore, in s. 33 to prevent the plaintiffs from recovering? Counsel for the plaintiffs said that that section was an enabling and not a restricting section. He pointed out that its object was to deal with such a case as the following: where on the confines of, but just outside, the district, a fire broke out which, if not promptly dealt with, might spread into the district. There the local authority might on its own initiative, send a fire brigade to extinguish the fire. In such a case there would be no request to send the fire brigade, and s. 33 would therefore enable the local authority to recover the expenses from the owner. In his (his lordship's) opinion, s. 33 did not prevent the local authority making a contract such as in the present case for the services of their fire brigade for reward. The judgment of the county court judge was, therefore, right and the appeal would be dismissed.

SALTER, J., delivered judgment to the same effect, and added that he expressed no opinion whether the plaintiffs could have recovered their expenses from Sir Charles Knightly assuming they could have satisfied the justices of the propriety of sending the fire brigade, and as to the reasonableness of the charges. Appeal dismissed.

COUNSEL: for appellants, *Cave*, K.C., and *Parsey*; for respondents, *Maurice Fitzgerald.*

SOLICITORS: for appellants, *Nash, Field & Co.*, for *Reynolds and Co.*, Birmingham; for respondents, *Vizard, Oldham, Crowder & Cash*, for *G. E. Foster*, Town Clerk, Daventry.

[Reported by COLIN CLAYTON, Esq., Barrister-at-Law.]

DANGEROUS DRUG HABITS.

DEPARTMENTAL COMMITTEE'S REPORT.

The report of the Departmental Committee on Morphine and Heroin Addiction was published on the 19th inst. by the Ministry of Health as a White Paper (price 1s. net).

The Committee recommend that the Home Secretary should have power to withdraw the authorization to possess and supply these drugs without conviction in the courts as at present, if so advised by a suitably constituted medical tribunal, and that tribunals should be constituted to consider whether or not there were sufficient medical grounds for the administration of the drugs by the doctor concerned either to a patient or to himself, and that they should advise the Home Secretary whether the doctor's right to be in possession, to administer, and to supply the drugs should be withdrawn.

It is also considered that the Home Secretary should have power, after the conviction of a doctor in the courts for an offence under the Dangerous Drugs Acts, or on the advice of a medical tribunal, to withdraw the practitioner's authorization to prescribe dangerous drugs. Doctors who do not dispense should be required to keep a simple record of their purchases of dangerous drugs.

Obituary.

Mr. H. P. HORNE, M.A.

Mr. Henry Percy Horne, M.A., solicitor, senior partner in the old established firm of Horne & Birkett, of 4 Lincoln's Inn Fields, passed away at his residence, 49 Gloucester-gardens, Hyde Park, on Thursday in last week at the age of eighty-four. Mr. Horne was the son of the late Mr. Benjamin Worthy Horne, of 33 Russell-square, and was educated at Shrewsbury School whence he proceeded to St. Johns College, Cambridge, taking his degree among the Senior Optimes in the Mathematical Tripos of 1864. He was articled in the same year to Mr. William Thomas Longbourne, of 4 South-square, Gray's Inn, was admitted in 1867, and in the following year became a partner with Sir Robert Hunter in the firm of Fawcett, Horne & Hunter, being subsequently joined by the late Mr. Percival Birkett. As Horne, Hunter & Birkett, they acted as solicitors for the Commons and Footpaths Preservation Society then recently founded, and successfully conducted many of the more important lawsuits which secured the preservation of such valuable "lungs" as Hampstead Heath, Epping Forest, Banstead Downs, Wimbledon Common, Plumstead Common, Hackney Marshes and Berkhampstead Common. Subsequently Sir Robert Hunter, with the valuable help of Canon Rawnsley and Miss Octavia Hill, founded the National Trust for places of Historic Interest or Natural Beauty and the firm for many years acted as legal advisers to that important body. A brilliant card player and one of its oldest members Mr. Horne for many years presided over the weekly dinners of the Portland Club, and for a considerable time was chairman of the card committee to which all points arising out of the rules were referred for final decision. In this capacity he was one of the first bridge players in this country and took a large part in drafting the original rules. Mr. Horne possessed a remarkably fine palate and was undoubtedly an excellent judge of a good wine or cigar. He will however probably be best remembered as an art collector. He began collecting mezzotint engravings as a young man, rarely missed a sale of any note at Sotheby's or Christie's, could remember every print he saw, and was thus able to form a collection, which, in many respects, was unequalled. He lent liberally for many years to the chief print exhibitions and compiled a catalogue of all the known prints after Romney and Gainsborough, giving details of the various states, mostly acquired by personal inspection. He leaves three daughters, and a son—Mr. Benjamin Worthy Horne—who was admitted in 1900, and is now the surviving member of the firm. The deceased was a member of The Law Society.

Mr. G. FAREWELL JONES.

Mr. George Farewell Jones, M.A. (Oxon.), solicitor, died at his residence, "Brenley," Commonside, Mitcham, on Monday last, at the age of seventy-one.

The second son of the late Mr. William Arthur Jones, of Taunton-St.-Mary, Somerset, he was born on 27th January, 1855, educated privately, and at Lincoln College, Oxford, matriculating at the age of nineteen, in 1874, he took his B.A. degree four years later and his M.A. in 1881. He was articled in 1878 to Mr. Francis Larken Soames, then practising at 58 Lincoln's Inn Fields, and, being admitted in 1881, joined the firm (now known as Soames, Edwards & Jones) in partnership a year later.

Mr. Jones took considerable interest in the public life of Mitcham, being first elected to the Parish Council in 1895, of which body he remained a member up to 1903. He was one of the Conservators of Mitcham Common from 1897 up to the time of his death, and had also been an Overseer of the Poor of the parish for many years. In 1916 he was co-opted a member of the newly-formed Urban District Council, and in the year 1919 became an elective member of that body, was returned again in 1922, but did not seek re-election when his period of office expired in April last. He was Chairman of the Council for the year 1924-5, and in that capacity opened "Mitcham Fair" last year. He was also Chairman of the Local Military Tribunal during the whole of its existence, a member of the local War Memorial and War Pensions Committees, President of the local Cricket Club, and Chairman of the Cherisy Committee—the town in France adopted by Mitcham. He took a great interest in his garden, played golf occasionally, but his principal interest outside his professional work may be said to have been the public affairs of Mitcham. Like his father, however, he was an enthusiastic archæologist and was a member of the Surrey Archæological Society. He was a life-long Freemason, intensely interested in literature and poetry, and being fond of travel, frequently spent his holidays on the Continent. Always cheerful, genial and kindhearted, his loss will be keenly felt both at Mitcham as well as in his native place of Taunton-St.-Mary.

Mr. Jones only celebrated his seventy-first birthday quite recently and attended the office as usual on that day, remarking to his partner, Mr. Soames, how "very fit" and well he felt. A few days later he contracted influenza and, pneumonia supervening, he passed peacefully away at his residence early on Monday morning.

He leaves a widow and three daughters, both his sons having made the supreme sacrifice in the Great War. He was a member of The Law Society.

Reviews.

Davidson's Concise Precedents in Conveyancing. With Practical Notes. Twenty-first Edition. By ARTHUR TURNOUR MURRAY, of Lincoln's Inn. London: Sweet and Maxwell, Ltd.

Here we have the first part of the twenty-first edition of a book which has been familiarly known to generations of conveyancers as the "little" Davidson to distinguish it from the "big" Davidson so dear to the hearts of our grandfathers. This volume fully maintains the traditional reputation of the book for accuracy and scholarship. It again appears, as did the last edition, under the editorship of Mr. Turnour Murray, who still faithfully follows in the footsteps of the great editors who have gone before him, including Charles Davidson, Henry Dicey, M. G. Davidson, and Samuel Wadsworth—all men held in high regard among their fellow members of Lincoln's Inn. One wonders how many of the chambers in Lincoln's Inn still hide copies of that first little edition brought out in 1844. It is much to be regretted that the earliest edition now in our library at Lincoln's Inn is the seventh edition of 1867, and if this review should catch the eye of any conveyancer still having a copy of the first edition, I feel sure the present librarian of Lincoln's Inn would be very glad to receive and treasure it. I feel quite sure also that many sets of chambers contain most interesting old books of precedents which would be much safer in the custody of the librarian.

To return to this volume, I am glad to see that the rearrangement of subjects in alphabetical order, so successfully introduced as a new feature by Mr. Murray in the last edition of 1922, has been preserved. The little notes at the beginning of each subject heading are admirable in every way, and illuminating and restrained in their wise comments on the many points of difficulty which now confront the conveyancer. Mr. Murray is quite content to wait and see how this vast new machine will work. At the same time he is also anxious to pour the oil of his wisdom into the more intricate parts of the mechanism to help to make the wheels run smoothly. I personally somewhat regret that in this edition he has to some extent bowed to the storm which broke over him when the last edition was published because he refused to surrender to the modern craving for paragraphs; but I am thankful to see that he has skilfully avoided the modern horror of sub-para-

graphs and sub-sub-paragraphs referred to as I, 1, (1), A, (A), (*a*), etc., which form an ever-increasing source of danger now creeping even into Acts of Parliament. If the rest of this book, which has now for the first time exceeded one volume, is as good as this first part it will find a welcome place on all our shelves. "M."

Land Charges Act, 1925. A Practical Guide to the Procedure in H.M. Land Registry, together with the Full Text of the Act, Rules, Fee Orders, Forms. By J. S. STEWART-WALLACE, M.A., Chief Land Registrar, and W. G. NOTTAGE, Recently Superintendent, Land Charges Department, H.M. Land Registry. London: Waterlow & Sons, Ltd., [illegible] vi and 140 pp. 7s. 6d. net.

In their Preface the Editors point out that the object of their book is strictly limited. It is intended as a guide to practitioners, more especially solicitors and managing clerks. It aims at avoiding all legal disquisition on the Land Charges Act itself and describes simply, but exactly, what has to be done outside the Land Registry "to ensure that applications for registration under the Land Charges Act, 1925, are accepted when forwarded to the Land Registry." Each class of possible application receives separate treatment, and there are full directions regarding each class of land charges. This is a most convenient method of treatment, though, as the authors point out, it leads occasionally to a certain amount of repetition. What the practitioner wants, especially at this early stage, is an authoritative direction as to how to proceed with the registration of each land charge, and in this admirable little book he has that.

The publication, with this indispensable guide of the Act itself, together with the Rules and Orders affecting registration of land charges—all within the covers of one small book—is most convenient and opportune. A carefully compiled index is another and not the least welcome of the many good features of this book. We can strongly recommend this work to our readers.

The Massachusetts Law Quarterly. Volume XI, Number 2. Special Number, January, 1926. Issued Quarterly by the Massachusetts Bar Association, Boston, Mass.

Amongst several reports, discussions and articles contained in this quarterly publication of the Massachusetts Bar Association and making interesting reading is a brief extract taken from the report of the State Attorney-General for 1925, and entitled, "The Administration of Criminal Justice in Massachusetts." "The increase in crime," it declares, "and particularly in crimes of violence in recent years, has acutely focussed public attention upon the 'crime wave,' its causes and the probable remedy therefor. . . One of the leading authorities on this subject has stated that we have had in the last three or fours years the most sustained and vigorous challenging of our system of administering criminal justice that has ever occurred in this country." Then follows an analysis of the causes of crime and a consideration of the various factors contributing to the development of criminals. "The suppression of crime must start with the proper care of the child." Has not this been emphasized in recent cases before our own English magistrates? "Quick and certain apprehension is the first step in deterring the commission of crime." About this there can be no doubt. Then follows the remark that under "our system a defect in the form of an indictment may mean long, legal battles, before or during trial, and may result in the discharge of the defendant, regardless of his guilt." In dealing with the attitude of the public towards the accused the assertion is made that "too many men attempt to dodge jury service to avoid personal inconvenience." The whole extract re-emphasizes elementary, but fundamental, principles relating to the administration of criminal justice. Incidentally, it affords an instructive commentary on criminal justice as administered in Massachusetts.

Societies.

To Secretaries.—**Reports of meetings, lectures, etc., to ensure insertion in the current number, should reach the office not later than 10 a.m. Wednesday.**

City of London Solicitors' Company.

ANNUAL DINNER.

The Annual Dinner of the City of London Solicitors' Company took place at Merchant Taylors Hall, on Tuesday, Mr. P.D. Botterell, C.B.E. (The Master) taking the chair. Those present included Viscount Cave (Lord Chancellor), Lord Ritchie of Dundee, Lord Sumner, Lord Hewart (Lord Chief Justice), Lord Hanworth (Master of the Rolls), Lord Merrivale, Lord Justice Atkin, Mr. Justice Bateson, Sir Douglas Hogg (Attorney-General), Dr. R. de Marees van Swinderen Jonkheer (Netherland Minister), Sir Kingsley Wood (Secretary to the Ministry of Health), Sir Patrick Hastings, K.C., Sir Claude Schuster, K.C., Mr. A. Nielson, K.C., Sir T. R. Hughes, K.C. (Chairman of the General Council of the Bar), Messrs. A. C. Clauson, K.C., Stewart J. Bevan, K.C. (Honorary Counsel), D. Cotes-Preedy, K.C., J. D. Cassels, K.C., M.P., Dr. H. H. L. Bellot, Sir Herbert Gibson, Bart. (President of the Law Society), and Mr. E. R. Cook (Secretary), Messrs. T. J. Barnes (Solicitor to the Board of Trade), L. S. Stewart-Wallace (Chief Land Registrar), A. C. Stanley Stone, C.C. (Senior Warden), A. D. P. Francis, M.C. (Junior Warden), R. S. Fraser, F. H. Guedalla, E. J. Stannard, the Hon. E. G. Eliot, Messrs. J. H. H. Armstrong (Members of the Court), Harry Knox (Senior Dinner Steward), J. B. Hartley (Junior Dinner Steward), and A. S. Hicks (Honorary Auditor), and Mr. A. T. Cummings (Clerk).

Mr. H. D. P. FRANCIS, M.C. (Junior Warden) submitted the toast of "The Houses of Parliament," observing that the gathering was honoured by the presence of the Lord Chancellor, whose seventieth birthday it happened to be, and in the name of the Company he wished his Lordship many happy returns of the day.

THE LORD CHANCELLOR returned thanks. He congratulated the profession that the House of Lords had had the pleasure within the last few days of welcoming to their number Lord Hanworth. The House of Lords was the second chamber, which it was easy to attack, but it had nevertheless lasted for centuries, because it did its work, and did it well. He thought that the output of Parliament during the last session was one that might well give satisfaction to lawyers. Parliament had turned out some very good legislation during the past session, the Acts including measures affecting the law, such as the Administration of Justice Act, the Criminal Justice Act, the Rating Act and great measures of conciliation. The time for great political Bills had almost passed by, the Bills of to-day being measures which concerned the every-day life of the people. In examining, criticising and amending Bills of that kind, the House of Lords was able to take a great part in the legislation of the country. Whatever subject concerning the public interest was raised, there were members of the House of Lords, who by their experience and knowledge were able to take an important and valuable part in the debate. So long as that was true, the House of Lords, whatever its form at the moment, would still retain the regard and affection of the great mass of the people.

Alderman Sir VANSITTART BOWATER, M.P., responded for the House of Commons.

Mr. A. C. STANLEY-STONE, C.C. (Senior Warden), proposed the toast of "The Legal Profession, coupled with the health of the Attorney-General and the President of The Law Society." Referring to the subject of the fusion of the two branches of the profession, he said that the majority of lawyers desired no change in this respect. The business of the law was carried on satisfactorily under present conditions, both branches working together in amity.

THE ATTORNEY-GENERAL, in responding, said it was one of the drawbacks of the Attorney-General's position that the office he held, although splendid in itself, was apt to be rather isolated. He lost the pleasure of the old fights which he used to have with and against so many of those who were present at that dinner. He looked back with nothing but grateful memories to the days when he had collaborated with some of them and fought against the rest. Although those opportunities were now few, he liked to look back on those days. In bringing them to memory it occurred to him to wonder, when the members of his branch were given the opportunity, how many would have succeeded in making full use of that opportunity but for the skill and patient industry of the members of the other branch who had amassed the material which enabled the members of the Bar to do their part in vindicating the innocent and establishing the right. How long it would be before the opportunities to which he had

referred were again resumed, perhaps Sir Patrick Hastings, who was among the guests, could say. He himself would be embarking on the realms of political prophesy if he were to attempt to indicate any distant date for that event. He cherished the friendships which were made in the common exercise of a very great profession. He hoped he could leave with the solicitors nothing but kindly feelings for the barristers with whom they might collaborate, even if it were the fact that the solicitors monopolised the law while the barristers were allowed a small share of the "profits."

Sir HERBERT GIBSON, Bart. (President of The Law Society) returned thanks for the solicitor branch of the profession.

Lord HANWORTH (Master of the Rolls) proposed the toast of "The City of London Solicitors Company, coupled with the health of the Master and Wardens." He said that the Solicitors Company could not boast a history of many centuries, such as that of the Merchant Taylors, in whose hall they were met, but although in actual number of years theirs was the youngest of the guilds, yet in the traditions it preserved it was indeed one of the oldest. He knew that it had all along fulfilled its opportunities in every way, as, for instance, in providing lectures for its members and in keeping a watch over matters in Parliament. There was a time when an Act of Parliament was comparatively short, but to-day it was usually of such great length that it was not passed through Parliament until it had been split up into many component parts. The burden of legislation laid upon the lawyers was a very heavy one; they had to grasp so much now a days. Let them remember that it was their duty to safeguard all those great principles of the law which had come down to us from long ago. He might say of the Company that it enjoyed one asset, one piece of property, which was inalienable. This great possession they had in the trust and confidence of all those they served to day, the trust and confidence which they intended to hand down to their successors in the long unblemished future. The guild was one of the central bulwarks of the profession of the law.

The MASTER OF THE COMPANY responded, claiming that during its brief existence it had served the purpose for which it was formed, and had carried out its duties well and faithfully. He saw no reason why the hopes of the members for greater things should not be realised. The work and system of practising in the city was unique. The City of London was the chief nerve, the great centre of the trade and commerce of the Kingdom. The position of the city solicitor differed from that of the ordinary practitioner in that he was not brought merely into occasional contact with his client, but was in close contact with him every day. It was a position which comprised a direct stake in the commercial interest of the country, and he thought should be crystallised in the future.

Mr. E. BURRELL BAGGALLAY (Past Master) submitted the toast of "The Visitors, coupled with the health of Lord Hewart."

Lord HEWART (Lord Chief Justice) replied. Speaking of the birthday of the Lord Chancellor, he referred to the longevity of many of the judges who had sat upon the bench of the High Court. In the interest of the British public, and of the profession, he wished the Lord Chancellor yet many years of life and useful service.

Legal News.

Information Required.

Will any person or persons having in their possession a Will made by **Kenneth Lutwyche Waterlow**, deceased, late of Taplow Grammar School, Taplow, Bucks, and 1A, Elmwood-gardens, Acton, Middlesex, kindly communicate at once with Robert Carter, Solicitor, 26 and 27, Great Winchester-street, E.C.2.

Honours and Appointments.

The Senate of Queen's University has decided to confer the honorary degree of Doctor of Laws upon The Right Hon. WINSTON CHURCHILL (Chancellor of the Exchequer) on the occasion of his visit to Belfast on Tuesday, 2nd March.

NEW COLONIAL JUDGES.

Mr. JOHN ROSKRUGE WOOD, First Police Magistrate, Hong-Kong, has been appointed Puisne Judge of the Supreme Court of that Colony.

Mr. IVON LLEWELLYN OWEN GOWER, Solicitor-General, Kenya, has been appointed a Judge of His Majesty's High Court of Tanganyika.

Wills and Bequests.

His Honour Judge Richard Holmden Amphlett, Wychbold Hall, Dodderhill, Droitwich, for many years judge of the Birmingham County Court, and prior to that Recorder of Worcester, and Vice-Chairman of the Worcestershire Quarter Sessions, a Bencher of Lincoln's-Inn, who died in November, aged seventy-eight years, left estate in his own disposition, of the gross value of £119,956, with net personalty £119,621. His bequests included: £500 to the Waifs and Strays Society for the benefit of the Edward Paul Amphlett Memorial Home at Droitwich; £100 each to the Church Army, Bryanston-street, W., the Worcester Diocesan Fund, and the Worcester Infirmary; £60 to his wife to be expended in her discretion in blankets, clothing, or other necessaries for distribution amongst the residents of Wychbold; £50 to the Amphlett Charity founded by him, the Royal Orphan Asylum, Worcester, and the Birmingham Dental Hospital.

Mr. Richard Edward Cooke, solicitor (61), of Shirley, New Bedford-road, Luton, Beds. Registrar of the Luton County Court since 1909, left estate of the gross value of £20,890.

Mr. Mark Attenborough, of Mount Ephraim-road, Streatham S.W., and of Walbrook, E.C., solicitor, formerly of Adelaide, Australia, left estate of the gross value of £2,668.

Mr. Charles Fortescue, of Woodland, Banbury, Oxon, solicitor, left estate of the gross value of £5,303.

LAND RIGHTS IN SCOTLAND.

The text is published of the Burgh Registers (Scotland) Bill, presented by Mr. MacIntyre. The Bill will ultimately carry into effect the recommendations in the report by Messrs. Morton and Banatyne in 1866, after an inquiry as to the state of the registers of land rights in the counties and burghs of Scotland, and also the recommendations of Lord Low's Committee, appointed to inquire into the system of land registration in Scotland, in 1897. It will place the registration of land rights on the basis of one establishment, and will ensure all writs affecting lands within the burgh being recorded in the division applicable to the county in which the burgh is situated.

COLLEGE AND INCOME TAX.

Questioned by Sir M. Conway, M.P., with regard to the decision of the House of Lords in the Brighton College Income Tax judgment, the Right Hon. R. McNeill states in a written answer that the decision did not impose any fresh burden upon educational establishments, but merely re-affirmed the view of the law which had consistently prevailed. He adds, "The institutions which, I think, my hon. friend has in mind already enjoy a considerable measure of relief from income tax as charities, but I see no ground for a further extension of their privileges."

WIDOWS' PENSIONS.
MINISTRY AND A NEW POINT.

The Ministry of Health announces that persons who have retired within the last two years from what is known as "excepted employment" (i.e., employment under the Crown, local authorities, railway companies, &c., which is specially excepted from the Health Insurance scheme) may have valuable rights under the new pensions scheme, particularly as regards insurance for widows' pensions. In cases where the person is incapacitated for work on retirement it may be possible for him, by furnishing proper evidence of his illness to the Ministry to remain insured for a widows' pension without paying any contributions. In other cases he may be able to become a voluntary contributor, his previous employment being linked up in such a way that he is in benefit for widows' pensions without having to wait the usual two years. Persons who are in a position to take advantage of these arrangements should write to the Ministry of Health, Insurance Department, Whitehall, S.W.1, giving the facts of their case, and asking for information as to their position under the scheme.

JURORS' HIGH RATE OF PAY.

Payment at the rate of six guineas an hour was the reward of the members of a special jury called to hear a short cause under Ord. 14 before the Lord Chief Justice in the King's Bench Division recently. At the outset Sir Reginald Coventry K.C., for the plaintiff, suggested that the jury might be dispensed with as the point to be decided was chiefly legal.

Mr. Lucien Fior, for the defendant, remarked that it was the plaintiff's special jury.

Sir Reginald: You asked for a common jury, and then my client said that if the case was to be heard by a jury he would have a special one, hoping that he would thus get it heard by a body of intelligent men. (Laughter.)

The Lord Chief Justice: It is a little hard upon the jury to be brought here if they are to get no fees. It is not hard upon them to be able to go away. I daresay some of them have come a long way. Don't you think they ought to have their fees, Sir Reginald?

Counsel agreed that the jury should be dispensed with, but that they should have their fees, which would be paid as part of the costs by the loser in the action.

The jury were then given their fees and left the box, after having been there ten minutes.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date		Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday ..Mar.	1	Mr. Jolly	Mr. Bloxam	Mr. More	Mr. Jolly
Tuesday	2	More	Hicks Beach	Jolly	More
Wednesday	3	Synge	Jolly	More	Jolly
Thursday	4	Ritchie	More	Jolly	More
Friday	5	Bloxam	Synge	More	Jolly
Saturday	6	Hicks Beach	Ritchie	Jolly	More

Date.		Mr. Justice Astbury.	Mr. Justice Lawrence	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday ..Mar.	1	Mr. Bloxam	Mr. Hicks Beach	Mr. Ritchie	Mr. Synge
Tuesday	2	Hicks Beach	Bloxam	Synge	Ritchie
Wednesday	3	Bloxam	Hicks Beach	Ritchie	Synge
Thursday	4	Hicks Beach	Bloxam	Synge	Ritchie
Friday	5	Bloxam	Hicks Beach	Ritchie	Synge
Saturday	6	Hicks Beach	Bloxam	Synge	Ritchie

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5%. Next London Stock Exchange Settlement. Thursday, 4th March, 1926.

	Middle Price. 24th Feb.	Interest Yield. £ s. d.	Yield with Redemption. £ s. d.
English Government Securities.			
Consols 2½%	55⅝	4 10 0	—
War Loan 5% 1929-47	101 7/16	4 18 6	4 16 6
War Loan 4½% 1925-47	95⅝	4 14 6	4 18 0
War Loan 4% (Tax free) 1929-47	101½	3 18 6	3 19 0
War Loan 3½% 1st March 1928	97 5/16	3 13 6	4 19 6
Funding 4% Loan 1960-90	88	4 11 0	4 12 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	92¼	4 7 0	4 9 0
Conversion 4½% Loan 1940-44	96 1/16	4 13 6	4 17 0
Conversion 3½% Loan 1961	74 1/16	4 13 6	—
Local Loans 3% Stock 1921 or after	64	4 13 6	—
Bank Stock	248	4 17 0	—
India 4½% 1950-55	88⅞	5 1 6	5 6 0
India 3½%	69	5 1 6	—
India 3%	58⅞	5 2 0	—
Sudan 4½% 1939-73	92¼	4 17 0	4 19 0
Sudan 4% 1974	85¼	4 13 6	4 17 0
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years)	80	3 15 0	4 11 6
Colonial Securities.			
Canada 3% 1938	82½	3 12 6	4 18 0
Cape of Good Hope 4% 1916-36	92½	4 6 6	4 19 0
Cape of Good Hope 3½% 1929-49	78½	4 9 0	5 1 0
Commonwealth of Australia 5% 1945-75	102¼	4 18 0	4 19 0
Gold Coast 4½% 1956	93¼	4 17 0	4 19 0
Jamaica 4½% 1941-71	94½	4 15 0	4 16 0
Natal 4% 1937	92½	4 7 0	4 18 0
New South Wales 4½% 1935-45	91	4 18 6	5 3 6
New South Wales 5% 1945-65	99¾	5 0 0	5 1 0
New Zealand 4½% 1945	94½	4 16 0	4 19 6
New Zealand 4% 1929	97	4 2 6	5 1 0
Queensland 3½% 1945	76¾	4 11 6	5 8 6
South Africa 4% 1943-63	85¾	4 13 0	4 17 0
S. Australia 3½% 1926-36	85½	4 1 6	5 7 0
Tasmania 3½% 1920-40	83½	4 4 0	5 2 0
Victoria 4% 1940-60	84½	4 15 0	4 19 0
W. Australia 4½% 1935-65	91½	4 18 6	4 19 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	62¼	4 16 0	—
Bristol 3½% 1925-65	75	4 13 6	5 0 0
Cardiff 3½% 1935	87½	4 0 0	5 1 6
Croydon 3% 1940-60	68	4 8 0	5 1 0
Glasgow 2½% 1925-40	76½	3 5 0	4 11 0
Hull 3½% 1925-55	75½	4 13 0	5 1 6
Liverpool 3½% on or after 1942 at option of Corpn.	73¼	4 15 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	51⅝	4 16 6	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62½	4 16 0	—
Manchester 3% on or after 1941	62¼	4 16 0	—
Metropolitan Water Board 3% 'A' 1963-2003	63¾	4 14 0	4 14 6
Metropolitan Water Board 3% 'B' 1934-2003	63	4 15 0	4 16 0
Middlesex C.C. 3½% 1927-47	79½	4 8 0	5 0 6
Newcastle 3½% irredeemable	73½	4 15 6	—
Nottingham 3% irredeemable	62¼	4 16 6	—
Plymouth 3% 1920-60	68	4 8 0	4 19 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	80¾	4 19 0	—
Gt. Western Rly. 5% Rent Charge	99½	5 0 6	—
Gt. Western Rly. 5% Preference	95	5 5 6	—
L. North Eastern Rly. 4% Debenture	77½	5 3 6	—
L. North Eastern Rly. 4% Guaranteed	74	5 8 0	—
L. North Eastern Rly. 4% 1st Preference	66½	6 0 0	—
L. Mid. & Scot. Rly. 4% Debenture	79½	5 0 6	—
L. Mid. & Scot. Rly. 4% Guaranteed	79½	5 0 6	—
L. Mid. & Scot. Rly. 4% Preference	74½	5 7 0	—
Southern Railway 4% Debenture	79½	5 0 6	—
Southern Railway 5% Guaranteed	99½	5 0 6	—
Southern Railway 5% Preference	94	5 6 0	—